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No. 42] NEW DELHI, SATURDAY, OCTOBER 21, 1978/ASVINA 29, 1900

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्य क्षेत्र प्रशासनों को छोड़कर)
केन्द्रीय प्राधिकारियों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence) by Central Authorities
(other than the Administrations of Union Territories)

विधि, न्याय तथा कम्पनी कार्य मंत्रालय

(न्याय विभाग)

नई दिल्ली, 30 सितम्बर, 1978

नोटिस

का. आ. 3019.—इसके द्वारा लेख्य प्रमाणक नियम (नोटरीज रूल्स) 1956 के नियम 6 के अनुसार, सक्षम प्राधिकारी द्वारा सूचना दी जाती है कि उक्त प्राधिकारी का श्री विटलदास परीहित, एडवोकेट जैलरी गेट के अन्दर, नहर के पास, जोधपुर ने उक्त नियमों के नियम 4 के अधीन, जोधपुर में लेख्य प्रमाणक (नोटरी) का काम करने की नियुक्ति के लिये आवेदन पत्र भेजा है।

उक्त व्यक्ति की लेख्य प्रमाणक के रूप में नियुक्ति के बारे में यदि कोई आपत्तियां हों तो वे इस नोटिस के प्रकाशित होने के सातवें दिन के अन्दर नीचे हस्ताक्षर करने वाले को लिखकर भेज दिये जायें।

[संख्या 22/60/78-न्याय]

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS

(Department of Justice)

New Delhi, the 30th September, 1978

NOTICE

S.O. 3019.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that 696/GI—78-1

application has been made to the said Authority, under rule 4 of the said Rules, by Shri Vithal Das Purohit, Advocate, Inside Jalori Gate, Beside Canal, Jodhpur, for appointment as a Notary to practise in Jodhpur.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 22/60/78-Jus.]

नई दिल्ली, 3 अक्टूबर, 1978

नोटिस

का. आ. 3020.—इसके द्वारा, लेख्य प्रमाणक नियम (नोटरीज रूल्स), 1956 के नियम 6 के अनुसार, सक्षम प्राधिकारी द्वारा सूचना दी जाती है कि उक्त प्राधिकारी श्री बी. एस. नरसिंहन, एडवोकेट 946-3, मैन रोड विजयनगर, बंगलौर-40 ने उक्त नियमों के नियम 4 के अधीन कर्नाटक राज्य में लेख्य प्रमाणक (नोटरी) का काम करने की नियुक्ति के लिए आवेदन-पत्र भेजा है।

उक्त व्यक्ति की लेख्य प्रमाणक के रूप में नियुक्ति के बारे में यदि कोई आपत्तियां हों तो वे इस नोटिस के प्रकाशित होने के सातवें दिन के अन्दर नीचे हस्ताक्षर करने वाले को लिख कर भेज दिये जायें।

[सं. एफ. 22/51/78-न्यायिक-3]

एल. डी. त्रिन्दी, सक्षम प्राधिकारी

New Delhi, the 3rd October, 1978

NOTICE

S.O. 3020.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri B. S. Narasimhan, Advocate, 946-III Main Road, Vijayanagar, Bangalore-40 for appointment as a Notary to practise in Karnataka State.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 22/51/78-Jus-III]

L. D. HINDI, Competent Authority

(कम्पनी कार्य विभाग)

नई दिल्ली, 3 अक्टूबर, 1978

का० आ० 3021 एकाधिकार एवं निर्बंधकारी व्यापार प्रथा अधिनियम, 1969 की धारा 26 के उपखण्ड (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा मसंस दी थाना इलेक्ट्रिक सप्लाय कम्पनी लिमिटेड के कथित अधिनियम के अन्तर्गत पंजीकरण (पंजीकरण संख्या 1042/75 के प्रमाणपत्र) के निरस्तीकरण को अधिसूचित करती है।

[संख्या 2/30/78-एम० II]

हरिकिशोर जैन, उप-सचिव

(Department of Company Affairs)

New Delhi, the 3rd October, 1978

S.O. 3021.—In pursuance of sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969, (54 of 1969), the Central Government hereby notifies the cancellation of Registration of M/s. The Thana Electric Supply Company Limited under the said Act (Certificate of Registration No. 1042/75).

[F. No. 2/30/78-M. II]

H. K. JAIN, Dy. Secy.

भारत निर्वाचन आयोग

आदेश

नई दिल्ली, 27 सितम्बर, 1978

का. आ. 3022.—निर्वाचन आयोग को यह समाधान हो चुका है कि जून, 1977 में हुए विधान सभा के लिए साधारण निर्वाचन के लिए पंजाब के 62-कूम कलां (अ. जा.) निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री अमर चन्द, ग्राम ब. डा. मच्छीवाड़ा, तह. समराला, जिला लुधियाना, (पंजाब) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं।

और, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, और, निर्वाचन आयोग को यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है।

अतः अब उक्त अधिनियम की धारा 10 क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री अमर चन्द को संसद के किसी

भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं. पंजाब-वि. स./62/77]

ELECTION COMMISSION OF INDIA

ORDER

New Delhi, the 27th September, 1978

S.O. 3022.—Whereas the Election Commission is satisfied that Shri Amar Chand, Village and P. O. Machhiwara, Tehsil Smrala, District Ludhiana (Punjab) who was a contesting candidate for general election to the Legislative Assembly from 62-Kum Kalan (SC) held in June, 1977 has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason for justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Amar Chand to be disqualified for being chosen as and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. PB-LA/62/ZZ]

आदेश

का. आ. 3023.—निर्वाचन आयोग को यह समाधान हो चुका है कि मार्च, 1977 में हुए लोक सभा के लिए साधारण निर्वाचन के लिए पंजाब 4-जालंधर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री मोहिन्दर कुमार जैन, 29, हाकीकत रोड, जालंधर कैंट (पंजाब) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं।

और, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है और निर्वाचन आयोग को यह भी समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है।

अतः अब उक्त अधिनियम की धारा 10 क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री मोहिन्दर कुमार जैन को संसद के किसी भी सदन के या किसी राज्य की विधानसभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं. पंजाब-लो. स./4/77]

बी. नागसुब्रमोनियन, सचिव

ORDER

S.O. 3023.—Whereas the Election Commission is satisfied that Shri Mohinder Kumar Jain, 29, Haqikat Road, Jullundur Cantt. (Punjab) who was a contesting candidate for general election to the House of the People from 4-Jullundur held in March, 1977 has failed to lodge an account of his election expenses in the manner, as required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas, the said candidate even after the due notice, has not given any reason or explanation for the failure and

the Election Commission is satisfied that he has no good reason or justification for such failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Mohinder Kumar Jain to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. PB-HP/4/ZZ]

V. NAGASUBRAMANIAN, Secy.

गृह मंत्रालय

(कार्मिक और प्रशासनिक सुधार विभाग)

नई दिल्ली, 7 अक्टूबर, 1978

का. आ. 3024.—दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा निम्नलिखित अपराधों को ऐसे अपराध निर्धारित करती है, जिनका अन्वेषण दिल्ली विशेष पुलिस स्थापना द्वारा किया जाना है, नामतः :—

(क) साधारण बीमा कारबार (राष्ट्रीयकरण) अधिनियम, 1972 (1972 का 57) की धारा 25 के अधीन दण्डनीय अपराध, तथा

(ख) ऊपर के खण्ड (क) में उल्लिखित एक या एक से अधिक अपराधों के सम्बन्ध में या उनसे संबंधित प्रयत्नों, दृष्टिकोणों तथा षड्यंत्रों और उन्हीं सभ्यों से उत्पन्न हुई वैसी कार्रवाई के दौरान किया गया अन्य कोई अपराध।

[संख्या 228/3/78-ए. पी. डी.(2)]

जी. पी. कालड़ा, अवर सचिव

MINISTRY OF HOME AFFAIRS

(Department of Personnel & Reforms)

New Delhi, the 7th October, 1978

S.O. 3024.—In exercise of the powers conferred by section 3 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government hereby specifies the following offences as the offences which are to be investigated by the Delhi Special Police Establishment, namely :—

(a) Offences punishable under section 25 of the Central Insurance Business (Nationalisation) Act, 1972 (57 of 1972), and

(b) Attempts, abetments, and conspiracies in relation to, or in connection with, one or more of the offences mentioned in clause (a) above and any other offence committed in the course of the same transaction arising out of the same facts.

[No. 228/3/78-AVD. II]

G. P. KALRA, Under Secy.

बिस्व मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 14 अप्रैल, 1978

प्राय-कर

का० प्रा० 3025.—सर्वसाधारण की जानकारी के लिए अधिसूचित किया जाता है कि बिहित प्राधिकारी, अर्थात् भारतीय आयुर्विज्ञान अनुसंधान परिषद ने निम्नलिखित संस्था को प्राय-कर नियम, 1962 के नियम 6(ii) के साथ पठित, प्राय-कर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (ii) के प्रयोजनों के लिए आयुर्विज्ञान

अनुसंधान के क्षेत्र में "वैज्ञानिक अनुसंधान संगठन" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

- (i) यह कि संस्था आयुर्विज्ञान अनुसंधान के क्षेत्र में वैज्ञानिक अनुसंधान के लिए प्राप्त राशियों का हिसाब पृथक से रखेगी।
- (ii) उक्त संस्था प्रत्येक वित्तीय वर्ष के लिए अपने वैज्ञानिक अनुसंधान संबंधी क्रिया कलापों की एक वार्षिक विवरणी परिषद को प्रति वर्ष कम से कम 15 मई तक ऐसे प्ररूप में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकवित्त और उसे सूचित किए जाएं।

संस्था

भाईलाल अमीन फाउन्डेशन, बड़ोदा, गुजरात

यह अधिसूचना 15 मार्च, 1978 से 14 मार्च, 1980 तक की दो वर्ष की अवधि के लिए प्रवृत्त होगी।

[सं० 2268 (फा० सं० 203/60/78-आई० टी० ए० II)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 14th April, 1978

S.O. 3025.—It is hereby notified for general information that the institution mentioned below has been approved by the Indian Council of Medical Research, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961, read with rule 6(ii) of the Income-tax Rules, 1962 under the category of "Scientific Research Association" in the field of Medical Research, subject to the following conditions :—

- (i) That the institution will maintain a separate account of the sums received by it for scientific research in the field of medical research.
- (ii) That the institution will furnish annual returns of its scientific research activities to the Council for each financial year by 15th May each year at the latest, in such form as may be laid down and intimated to them for this purpose.

INSTITUTION

BHAI LAL AMIN FOUNDATION, BARODA, GUJARAT

This notification is effective for a period of two years from 15th March, 1978 to 14th March, 1980.

[No. 2268 (F. No. 203/60/78-ITA. II)]

प्राय-कर

नई दिल्ली, 26 मई, 1978

का० प्रा० 3026.—सर्वसाधारण की जानकारी के लिए अधिसूचित किया जाता है कि बिहित प्राधिकारी, अर्थात् भारतीय चिकित्सा अनुसंधान परिषद ने निम्नलिखित संस्था को प्राय-कर नियम, 1962 के नियम 6(ii) के साथ पठित, प्राय-कर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खण्ड (ii) के प्रयोजनों के लिए चिकित्सा अनुसंधान के क्षेत्र में "वैज्ञानिक अनुसंधान संगठन" प्रवर्ग के अधीन निम्नलिखित शर्तों पर अनुमोदित किया है, अर्थात् :—

- (i) यह कि संस्था चिकित्सा अनुसंधान के क्षेत्र में वैज्ञानिक अनुसंधान के लिए प्राप्त राशियों का हिसाब पृथक से रखेगी।
- (ii) यह कि संस्था प्रत्येक वित्तीय वर्ष के लिए अपने वैज्ञानिक अनुसंधान संबंधी क्रिया कलापों की एक वार्षिक विवरणी

परिषद् को प्रति वर्ष 15 मई, तक ऐसे प्रश्नों में प्रस्तुत करेगी जो इस प्रयोजन के लिए अधिकृत किए जाएं और उसे सूचित किए जाएं।

संस्था

चिकित्सा अनुसंधान प्रतिष्ठान, मद्रास

यह अधिसूचना 18-5-1978 से 17-5-1980 तक 2 वर्ष की अवधि के लिए प्रवृत्त होगी।

[सं० 2316 (फा० सं० 203/46/78-आई० टी० ए० II)]

New Delhi, the 26th May, 1978

INCOME-TAX

S.O. 3026.—It is hereby notified for general information that the Institution mentioned below has been approved by the Indian Council of Medical Research, the prescribed authority for the purposes of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961, read with rule 6(ii) of the Income-tax Rules, 1962 under the category of "Scientific Research Association" in the field of Medical Research subject to the following conditions :—

- (i) That the institution will maintain a separate account of the sums received by it for scientific research in the field of medical research.
- (ii) That the institution will furnish annual returns of its scientific research activities to the Council for each financial year by 15th May each year at the latest in such form as may be laid down and intimated to them for this purpose.

INSTITUTION

MEDICAL RESEARCH FOUNDATION, MADRAS

This notification is effective for a period of two years from 18-5-1978 to 17-5-1980.

[No. 2316 (F. No. 203/46/78-ITA.II)]

नई दिल्ली, 17 जुलाई, 1978

आय-कर

फा० आ० 3027.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि निम्नलिखित वैज्ञानिक अनुसंधान कार्यक्रम को सचिव, विज्ञान और औद्योगिकी विभाग, नई दिल्ली, ने आय-कर नियम, 1962 के नियम 6(iv) के साथ पठित आय-कर अधिनियम, 1961 की धारा 35 की उपधारा (2क) के प्रयोजनों के लिए नीचे विनिर्दिष्ट अवधि के लिए अनुमोदित किया है :—

वैज्ञानिक अनुसंधान कार्यक्रम का नाम	तत्त्वोपकरण का अध्ययन
आयोजनकर्ता का नाम	इण्डियन पेट्रोकेमिकल्स कारपोरेशन लिमिटेड बड़ोदा
कार्यरूप देने के लिए प्रयोगशाला	नेशनल केमिकल लेबोरेटरी, पूना
प्रारम्भ होने की प्रत्यापित तारीख	19-8-1977
पूर्ण होने की अनुमानित तारीख	18-8-1979
अनुमानित लागत	2.5 लाख रुपए

2. नेशनल केमिकल लेबोरेटरी, पूना, वैज्ञानिक और औद्योगिक अनुसंधान परिषद् का ही एकक है जो आय-कर अधिनियम, 1922 की धारा 10(2)(XIII) के अधीन भूतपूर्व वित्त मंत्रालय की अधिसूचना सं० 34 तारीख 23 नवम्बर, 1946 द्वारा अनुमोदित किया जा चुका है।

[सं० 2410 (फा० सं० 203/88/78-आय० य० आ०-II)]
जे०पी० शर्मा निदेशक

New Delhi, the 17th July, 1978

INCOME-TAX

S.O. 3027.—It is hereby notified for general information that the following scientific research programme has been approved for the period specified below for the purposes of sub-section (2A) of Section 35 of the Income-tax Act, 1961 read with Rule 6(iv) of the Income-tax Act, 1962 by the Secretary, Department of Science & Technology, New Delhi.

Name of the Scientific Research

Programme : Studies in Fluidisation.

Name of the sponsorer : Indian Petrochemicals Corporation Ltd., Baroda.

Implementing Laboratory : National Chemical Laboratory, Poona.

Proposed date of commencement : 19-8-1977.

Estimated outlay : Rs. 2.5 lakhs.

2. The National Chemical Laboratory, Poona, is a unit of Council of Scientific and Industrial Research which is approved u/s. 10(2)(xiii) of the Income-tax Act, 1922 vide late Ministry of Finance Notification No. 34 dated 23rd November, 1946.

[No. 2419 (F. No. 203/88/78-ITA. II)]

J. P. SHARMA, Director.

नई दिल्ली, 22 अगस्त, 1978

आय-कर

फा० आ० 3028.—आय-कर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उप-खण्ड (3) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा, श्री वी. आर. दत्त को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अधीन कर-वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

यह अधिसूचना श्री वी. आर. दत्त के कर-वसूली अधिकारी के रूप में कार्यभार ग्रहण करने की तारीख से लागू होगी।

[सं. 2476 (फा. सं. 404/110/78-आई०टी०सी०सी०)]

New Delhi, the 22nd August, 1978

INCOME-TAX

S.O. 3028.—In pursuance of sub-section (iii) of clause (44) to Section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises Shri V. R. Datta being a gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri V. R. Datta takes over charge as Tax Recovery Officer.

[No. 2476 (F. No. 404/110/78-ITCC)]

फा० आ० 3029.—आय-कर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उप-खण्ड (3) के अनुसरण में, केन्द्रीय सरकार, एतद्वारा, भारत सरकार के राजस्व तथा बीमा विभाग की

दिनांक 21 मई 1973 की अधिसूचना सं. 362 (फा. सं. 404/1/73-आई. टी. सी. सी.), में निम्नलिखित संशोधन करती है अर्थात् :—

उक्त अधिसूचना में "श्री एस. पी. मेहता, श्री जे. पी. चौपड़ा, श्री के. आर. गुगलानी" के स्थान पर श्री "एस. पी. मेहता, श्री के. आर. गुगलानी" अक्षरों तथा शब्दों को प्रतिस्थापित किया जाये।

[सं. 2477 (फा. सं. 110/78-आई. टी. सी. सी.)]

Income Tax

S.O. 3029.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby makes the following amendment in the notification of the Government of India in the Department of Revenue and Insurance No. 362 (F. No. 404/1/73-ITCC) dated 21-5-73 namely : In the said notification for the letters and words "S/Shri S. P. Mehta, G. P. Chopra, K. R. Guglani," the letters and words "S/Shri S. P. Mehta, K. R. Guglani" should be substituted.

[No. 2477 (F. No. 110/78-ITCC)]

आय-कर

का. आ. 3030.—वित्त मंत्रालय, राजस्व तथा बीमा विभाग की दिनांक 31 मई 1973 की अधिसूचना सं. 364 (फा. सं. 404/159/75-आई. टी. सी. सी.) एतद्वारा रद्द की जाती है।

[सं. 2480 (फा. सं. 404/140/77-आई. टी. सी. सी.)]

INCOME TAX

S.O. 3030.—Ministry of Finance, Department of Revenue and Insurance notification No. 364 (F. No. 404/159/75-ITOC) dated 31-5-1973 is hereby cancelled.

[No. 2480 (F. No. 404/40/77-ITCC)]

नई दिल्ली, 26 अगस्त, 1978

आय-कर

का. आ. 3031.—आय कर अधिनियम 1961 (1961 का 43) की धारा 2 के खण्ड 44 के उप-खण्ड (3) के अनुसरण में और भारत सरकार के राजस्व और बैंकिंग विभाग की दिनांक 28 अप्रैल 1978 की अधिसूचना सं. 1306 (फा. सं. 404/89/76-आई. टी. सी. सी.) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री एच. सी. थिन्द को, जो केन्द्रीय सरकार के एक राजपत्रित अधिकारी हैं, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री एच. सी. थिन्द के कर-वसूली अधिकारी के रूप में कार्य-भार ग्रहण करने की तारीख से लागू होगी।

[सं. 2486 (फा. सं. 404/106/77-आई. टी. सी. सी.)]

New Delhi, the 26th August, 1978

INCOME TAX

S.O. 3031.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) and in supersession of the notification of the Government of India in the Department of Revenue & Banking No. 1306 (F. No. 404/89/76-ITCC) dated 28-4-76 the Central Government hereby authorises Shri H. C. Thind being a gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri H. C. Thind takes over charge as Tax Recovery Officer.

[No. 2486 (F. No. 404/106/77-ITCC)]

नई दिल्ली, 29 अगस्त, 1978

आय-कर

का. आ. 3032.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री जी. ए. कानुगा और श्री आर. जे. शाह को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अधीन कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री जी. ए. कानुगा और श्री आर. जे. शाह के कर वसूली अधिकारी का कार्यभार संभालने की तारीख से लागू होगी।

[सं. 2488 (फा. सं. 404/26/78-आ. क. स. क.)]

New Delhi, the 29th August, 1978

INCOME TAX

S.O. 3032.—In pursuance of sub-clause (ii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises S/Shri G. A. Kanuga and R. J. Shah being gazetted officers of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date S/Shri G. A. Kanuga and R. J. Shah take over charge as Tax Recovery Officer.

[No. 2488 (F. No. 404/26/78-ITCC)]

नई दिल्ली, 1 सितम्बर, 1978

आय-कर

का. आ. 3033.—आयकर अधिनियम 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (3) का अनुसरण करते हुए और राजस्व विभाग में भारत सरकार की दिनांक 5-6-1978 की अधिसूचना सं. 2338 (फा. सं. 404/126/77-आ. क. स. क.) तथा दिनांक 5-6-1978 की अधिसूचना सं. 2339 (फा. सं. 404/126/77-आ. क. स. क.) के अधिलेखन में, केन्द्रीय सरकार एतद्वारा श्री डी. पी. अग्रवाल और श्री एस. एम. एस. इस्लाम को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अधीन कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिये प्राधिकृत करती है।

2. यह अधिसूचना श्री जी. ए. कानुगा और श्री आर. जे. शाह के कर-इस्लाम के कर वसूली अधिकारी का कार्यभार संभालने की तारीख से लागू होगी।

[सं. 2492 (फा. सं. 404/126/77-आ. क. स. क.)]

एच. वेंकटरामन्, उप सीचम

New Delhi, the 1st September, 1978

INCOME TAX

S.O. 3033.—In pursuance of sub-section (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of the notification of the Government of India in the Department of Revenue No. 2388 (F. No. 404/126/77-ITCC) dated 5-6-1978 and 2339 (F. No. 404/126/77-ITCC) dated 5-6-1978 the Central Government hereby authorises Sarvshri D. P. Agarwal and S. M. Islam being Gazetted Officers of the Central Government, to exercise the powers of Tax Recovery Officers under the said Act.

This Notification shall come into force with effect from the date Sarvshri P. P. Agarwal and S. M. M. Islam take over charge as Tax Recovery Officers.

[No. 2492 (F. No. 404/126/77-ITCC)]

H. VENKATARAMAN, Dy. Secy.

(आर्थिक कार्य विभाग)

नई दिल्ली, 12 अक्टूबर, 1978

का. आ. 3034.—केन्द्रीय सरकार, जीवन बीमा निगम अधिनियम, 1956 (1956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि तारीख 16 अक्टूबर, 1978 से भारतीय जीवन बीमा निगम में निम्नीलिखित सदस्य होंगे :—

1. श्री एस. रंगराजन, अध्यक्ष, भारतीय जीवन बीमा निगम, केन्द्रीय कार्यालय, मुम्बई।
2. श्री जे. महठन, प्रबंध निदेशक, भारतीय जीवन बीमा निगम, केन्द्रीय कार्यालय, मुम्बई।
3. श्री जी. वी. कपाडिया, अध्यक्ष, भारतीय साधारण बीमा निगम, औद्योगिक बीमा भवन, चर्च गेट, मुम्बई।
4. श्री एस. रामानाथन, अपर सचिव, आर्थिक कार्य विभाग, वित्त मंत्रालय, नई दिल्ली।
5. श्री जे. एन. सक्सेना, अध्यक्ष एवं प्रबंध निदेशक, भारतीय औद्योगिक विकास बैंक, मुम्बई।
6. डा. (श्रीमती) उषा एच. मेहता, वार्डन, अन्तर्राष्ट्रीय विद्यार्थी घर, 45 सी रोड, चर्च गेट, मुम्बई-400020।
7. डा. एम. आराम, निदेशक, नागालैंड शांति केंद्र, कोहिमा-797001।
8. श्री एन. सी. कृष्णन, चार्टर्ड लेखापाल, द्वारा मेसर्स एस. विश्वनाथन, चार्टर्ड लेखापाल, 1-सी/वाई, कालेज रोड, मद्रास।
9. डा. सी. रंगराजन, अर्थशास्त्र के प्राध्यापक, भारतीय प्रबंध संस्थान अहमदाबाद।
10. प्रो. एन. आर. माने, प्राध्यापक, सिद्धार्थ विधि महाविद्यालय, मुम्बई।
11. श्री मुरारी प्रसाद मिश्र, अधिवक्ता, नन्दापुर, सम्बलपुर, उड़ीसा।
12. प्रो. आबाद अहमद, कारबार प्रबंध के प्राध्यापक, दिल्ली विश्वविद्यालय, दिल्ली,

और श्री एस. रंगराजन को निगम के अध्यक्ष के रूप में नियुक्त करती है। क्र. सं. 6 से 12 तक में वर्णित सदस्य का कार्यकाल 31-8-80 तक होगा।

[फा. सं. 81(1)-बीमा-2/78]

शिव दयाल रहेजा, अवर सचिव

(Department of Economic Affairs)

New Delhi, the 12th October, 1978.

S.O. 3034.—In exercise of the powers conferred by section 4 of the Life Insurance Corporation Act, 1956, (31 of 1956), the Central Government hereby directs that with effect from the 16th October, 1978, the Life Insurance Corporation of India, shall consist of the following members :—

1. Shri S. Rangarajan, Chairman, Life Insurance Corporation of India, Central Office, Bombay.
2. Shri J. Matthan, Managing Director, Life Insurance Corporation of India, Central Office, Bombay.

3. Shri G. V. Kapadia, Chairman, General Insurance Corporation of India, Industrial Assurance Building, Churchgate, Bombay.
4. Shri S. Ramanathan, Additional Secretary, Department of Economic Affairs, Ministry of Finance, New Delhi.
5. Shri J. N. Saxena, Chairman-cum-Managing Director, Industrial Development Bank of India, Bombay.
6. Dr. (Smt.) Usha H. Mehta, Warden, International Students' House, 45 'C' Road, Churchgate, Bombay-400020.
7. Dr. M. Aram, Director, Nagaland Peace Centre, Kohima-797001.
8. Shri N. C. Krishnan, Chartered Accountant, c/o M/s S. Viswanathan, Chartered Accountants, I-C/Y, College Road, Madras.
9. Dr. C. Rangarajan, Professor of Economics, Indian Institute of Management, Ahmedabad.
10. Prof. N. R. Mane, Professor, Siddharth Law College, Bombay.
11. Shri Murari Prasad Misra, Advocate, Nandapada, Sambalpur, Orissa.
12. Prof. Abad Ahmed, Professor of Business Management, University of Delhi, Delhi.

and appoints Shri S. Rangarajan as Chairman of the Corporation. The term of the members mentioned at S. Nos. 6 to 12 shall be upto 31-8-1980.

[F. No. 81(1)-Ins. II/78]
S. D. RAHEJA, Under Secy.

(बैंकिंग प्रभाग)

नई दिल्ली, 23 सितम्बर, 1978

का. आ. 3035.—कृषि पुनर्वित्त एवं विकास निगम अधिनियम, 1963 (1963 का 10) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार कृषि पुनर्वित्त एवं विकास निगम द्वारा जारी की जाने वाली दस करोड़ रुपये (आठवीं श्रृंखला) की अतिरिक्त शेयर पूंजी पर, उक्त सरकार द्वारा गारंटी शुद्ध लाभार्थ की न्यूनतम दर एतद्वारा सेवा छः प्रतिशत (6% प्रतिशत) निर्धारित करती है।

[सं. एक 14-49/78-ए.सी.]

दिनेश चन्द्र, निदेशक

(Banking Division)

New Delhi, the 23rd September, 1978

S.O. 3025.—In exercise of the powers conferred by Section 6 of the Agricultural Refinance & Development Corporation Act, 1963 (10 of 1963), the Central Government hereby fixes the minimum rate of annual dividend guaranteed by that Government on the additional share capital of Rupees ten crores (Eighth Series) to be issued by the Agricultural Refinance & Development Corporation at six and a quarter per cent (6¼%).

[No. F. 14-49/78-AC]
DINESH CHANDRA, Director

नई दिल्ली, 29 सितम्बर, 1978

का० आ० 3036.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश

पर एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबंध इंचालकरणजी ग्ररबन की-आपरेटिव बैंक लि० इंचालकरणजी, जिला कोल्हापुर पर इस अधिसूचना के प्रकाशित होने की तारीख से 1 मार्च, 1981 तक की अवधि के लिए उस सीमा तक लागू नहीं होंगे जहां तक इनका संबंध, कोल्हापुर जिले के रंगोली ग्राम में कृषि भूमि की धारिता से है।

[संख्या 8-9/78 ए०सी०]

New Delhi, the 29th September, 1978

S.O. 3036.—In exercise of the powers conferred by section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provision of Section 9 of the said Act shall not apply to the Ichalkaranji Urban Co-operative Bank Ltd., Ichalkaranji, District Kolhapur in respect of the agricultural land at Rangoli village in Kolhapur District held by it for a period from the date of publication of this notification to 1 March 1981.

[No. 8-9/78-AC]

क्र० प्र० 3037.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबंध, वेंगुर्ला को-आपरेटिव ग्ररबन बैंक लिमिटेड, वेंगुर्ला, जिला रत्नगिरी पर, इस अधिसूचना के प्रकाशित होने की तारीख से 1 मार्च, 1983 तक की अवधि के लिए उस सीमा तक लागू नहीं होंगे जहां तक उनका संबंध बैंक द्वारा अडेली में 70 एकड़ तथा 10 गंटस कृषि भूमि और रत्नगिरी जिले के वेंगुर्ला म्यूनिसिपल क्षेत्र में 5 एकड़ 32 गंटस भूमि की धारिता से है।

[संख्या 8-9/78-ए० सी०]

S.O. 3037.—In exercise of the powers conferred by section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to the Vengurla Co-operative Urban Bank Ltd., Vengurla, District Ratnagiri in respect of the agricultural lands at Adeli measuring 70 acres and 10 guntas and Vengurla Municipal Area measuring 5 acres and 32 guntas in Ratnagiri district held by it for a period from the date of publication of this notification to 1 March 1983.

[No. 8-9/78-AC]

क्र० प्र० 3038.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबंध मैसूर को-आपरेटिव बैंक लिमिटेड, मैसूर पर, इस अधिसूचना के प्रकाशित होने की तारीख से 1 मार्च, 1981 तक की अवधि के लिए उस सीमा तक लागू नहीं होंगे जहां तक इनका संबंध मैसूर में सयाजी राव रोड पर स्थित बरवाजा (खीर) नं० 228 (तथा नं० एम०-5) मकान की जायदाद की धारिता से है।

[सं० 8-9/78-ए०सी०]

S.O. 3038.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendations of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to the Mysore Co-operative Bank Ltd., Mysore in so far as they relate to its holding of a house property bearing Door No. 228 (New No. M. 59) situated on Sayyaji Rao Road, Mysore for the period from the date of publication of this notification to 1 March 1981.

[No. 8-9/78-AC]

क्र० प्र० 3039.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबंध तिरुपतूर टाउन को-आपरेटिव बैंक लिमिटेड, तिरुपतूर (जिला-उत्तरी आरकोट) पर, इस अधिसूचना के सरकारी राजपत्र में प्रकाशित होने की तारीख से, 31 मार्च, 1979 तक की अवधि के लिए, उस सीमा पर लागू नहीं होंगे जहां तक इन का संबंध गैर बैंकिंग परिसम्पत्ति अर्थात् कमान नं० टी० एस० संख्या 1062, बी० नं० 4, राजन स्ट्रीट तिरुपतूर टाऊन, (जिला नार्थ आरकोट) की धारिता से है।

[सं० फा० 8-9/78-ए० सी०]

S.O. 3039.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India, hereby declare that the provisions of Section 9 of the said Act shall not apply for a period from the date of publication of this notification in the official Gazette of 31 March, 1979 to the Tirupattur Town Co-operative Bank Ltd., Tirupattur (District North Arcot) in so far as they relate to its holding a non-banking asset viz., a house bearing T. S. No. 1062, D. No. 4, Rajan Street, Tirupattur Town, North Arcot District.

[No. 8-9/78-AC]

क्र० प्र० 3040.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबंध, दक्कन मर्चेन्ट्स को-आपरेटिव बैंक लिमिटेड, बम्बई पर इस अधिसूचना के प्रकाशित होने की तारीख से 1 मार्च, 1983 तक की अवधि के लिए उस सीमा तक लागू नहीं होंगे जहां तक इनका संबंध कुछ गैर बैंकिंग परिसम्पत्तियों अर्थात् गिरगांव क्षेत्र में 1138 वर्ग गज को नाव की जाज जिनकी गर्रक्षण (सर्वे) संख्या 8044 है, की धारिता से है।

[संख्या 8-9/78-ए० सी०]

एम० पी० वर्मा, अवर सचिव

S.O. 3040.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulations Act, 1949 (10 of 1949) the Central Government, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to the Deccan Merchants' Co-operative Bank Ltd., Bombay in so far as they relate to its holding of certain non-banking assets viz., a chawl in Girgaum Area measuring 1138 sq. yards and bearing survey No. 8044 for a period from the date of publication of this notification to 1 March 1983.

[No. 8-9/78-AC]

M. P. VARMA, Under Secy.

भारतीय रिजर्व बैंक

RESERVE BANK OF INDIA

New Delhi, the 27th September, 1978

क.० प्रा० 3041.—भारतीय रिजर्व बैंक अधिनियम, 1934 के अनुसरण में 1978 के दिनांक 18 अगस्त, को समाप्त हुए सप्ताह के लिए लेखा :

S.O. 3041.—An Account pursuant to the RESERVE BANK OF INDIA ACT, 1934 for the week ended the 18th day of August, 1978 :

इशू विभाग

ISSUE DEPARTMENT

देयताएँ LIABILITIES	रुपये Rs.	रुपये Rs.	प्राप्तियाँ ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department	15,16,24,000		सोने का सिक्का और बुलियन : Gold Coin and Bullion :		
संचलन में नोट Notes in circulation	9162,90,86,000		(क) भारत में रखा हुआ (a) Held in India	214,21,78,000	
जारी किये गये कुल नोट Total Notes issued		9178,07,10,000	(ख) भारत के बाहर रखा हुआ (b) Held outside India	—	
			विदेशी प्रतिभूतियाँ Foreign Securities	2245,32,65,000	
			जोड़ Total		2459,54,43,000
			रुपये का सिक्का Rupee Coin		28,32,77,000
			भारत सरकार की रुपया प्रतिभूतियाँ Government of India Rupee Securities		6690,19,90,000
			देशी विनिमय बिल और दूसरे वाणिज्य-पत्र Internal Bills of Exchange and other commercial papers		—
कुल देयताएँ Total Liabilities		9178,07,10,000	कुल प्राप्तियाँ Total Assets		9178,07,10,000

दिनांक : 23 अगस्त, 1978

Dated the 23rd day of August, 1978

क.० एस० कृष्णास्वामी, उप गवर्नर

K.S. KRISHNASWAMY, Dy. Governor

18 अगस्त, 1978 को भारतीय रिजर्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण

STATEMENT OF THE AFFAIRS OF THE RESERVE BANK OF INDIA, BANKING DEPARTMENT

AS ON THE 11TH AUGUST, 1978

देयताएँ LIABILITIES	रुपये Rs.	प्राप्तियाँ ASSETS	रुपये Rs.
चुकता पूंजी Capital Paid Up	5,00,00,000	नोट Notes	15,16,24,000
प्रारक्षित निधि Reserve Fund	150,00,00,000	रुपये का सिक्का Rupee Coin	5,60,000
राष्ट्रीय कृषि ऋण (दीर्घ- कालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Operations) Fund	610,00,00,000	छोटा सिक्का Small Coin	5,66,000
		खरीदे और घुनाए गये बिल— Bills Purchased and Discounted :—	
		(क) देशी (a) Internal	59,21,96,000

देयताएं LIABILITIES	रुपये Rs.	आस्तियाँ ASSETS	रुपये Rs.
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund	195,00,00,000	(ख) विदेशी (b) External	..
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Opera- tions) Fund	915,00,00,000	(ग) सरकारी खजाना बिल (c) Government Treasury Bills	1052,44,11,000
जमा राशियाँ :— Deposits :—		विदेशों में रखा हुआ बकाया* Balances Held Abroad*	1555,51,79,000
(क) सरकारी (a) Government		निवेश ** Investments **	951,45,94,000
केन्द्रीय सरकार (i) Central Government	668,94,17,000	ऋण और अग्रिम :— Loans and Advances to :—	
राज्य सरकारें (ii) State Governments	10,39,67,000	केन्द्रीय सरकार को (i) Central Government	..
(ब) बैंक (b) Banks		राज्य सरकारों को@ (ii) State Governments@	178,87,32,000
अनुसूचित वाणिज्य बैंक (i) Scheduled Commercial Banks	1908,06,44,000	ऋण और अग्रिम :— Loans and Advances to :—	
अनुसूचित राज्य सहकारी बैंक (ii) Scheduled State Co-operative Banks	33,85,89,000	अनुसूचित वाणिज्य बैंकों को (i) Scheduled Commercial Banks†	228,56,97,000
गैर-अनुसूचित राज्य सहकारी बैंक (iii) Non-Scheduled State Co-operative Banks	2,38,15,000	राज्य सहकारी बैंकों को†† (ii) State Co-operative Banks††	306,93,15,000
अन्य बैंक (iv) Other Banks	2,80,43,000	दूसरों को (iii) Others	2,40,00,000
(ग) अन्य (c) Others	1569,06,95,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from Na- tional Agricultural Credit (Tong Term opera- tions) Fund	
देय बिल Bills Payable	162,38,68,000	(क) ऋण और अग्रिम :— (a) Loans and Advances to :—	
अन्य देयताएँ Other Liabilities	550,74,70,000	राज्य सरकारों को (i) State Governments	110,71,76,000
		राज्य सहकारी बैंकों को (ii) State Co-operative Banks	17,46,66,000
		केन्द्रीय भूमिबन्धक बैंकों को (iii) Central Land Mortgage Banks	..
		कृषि पुनर्वित्त और विकास निगम को (iv) Agricultural Refinance and Develop- ment Corporation	215,80,00,000
		(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश (b) Investment in Central Land Mortgage Bank Debentures	7,72,37,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम Loans and Advances from National Agricul- tural Credit (Stabilisation) Fund	..
		राज्य सहकारी बैंकों को ऋण और अग्रिम Loans and Advances to State Co-operative Banks	133,50,64,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from Na- tional Industrial Credit (Long Term Opera- tions) Fund	

	(क) विकास बैंक को ऋण और अग्रिम	
	(a) Loans and Advances to the Development Bank	689,10,35,000
	(ख) विकास बैंक द्वारा जारी किये गये बांडों/ डिबेंचरों में निवेश	
	(b) Investment in bonds/debentures issued by the Development Bank	..
	अन्य वास्तियाँ	
	Other Assets	1258,64,56,000
रुपये		रुपये
Rupees	6783,65,08,000	Rupees 6783,65,08,000

*नकदी आवधिक जमा और अल्पकालीन प्रतिभूतियाँ शामिल हैं।

*Includes Cash, Fixed Deposits and Short-term Securities.

**राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि में से किये गये निवेश शामिल नहीं हैं।

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से प्रवर्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों को दिये गये अस्थायी ओवरड्राफ्ट शामिल हैं।

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†भारतीय रिजर्व बैंक अधिनियम की धारा 17(4)(ग) के अधीन अनुसूचित वाणिज्य बैंकों को सीमादी जिलों पर अग्रिम दिये गये 2,76,00,000 रुपये शामिल हैं।

†Includes Rs. 2,76,00,000 advanced to Scheduled commercial banks against usance bills under Section 17(4) (c) of the Reserve Bank of India Act.

††राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय कृषि ऋण (स्थिरकरण) निधि से प्रवर्त ऋण और अग्रिम शामिल नहीं हैं।

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

दिनांक 23 अगस्त, 1978

Dated the 23rd day of August 1978.

के० एस० कृष्णास्वामी, उप गवर्नर

K. S. KRISHNASWAMY, Dy. Governor

[U. O. No. F. 10/1/78—BOI]

का० आ० 3042.—भारतीय रिजर्व बैंक अधिनियम, 1934 के अनुमरण में 1978 के दिनांक 25 अगस्त को समाप्त हुए सप्ताह के लिए लेखा
S.O. 3042.—An Account pursuant to the RESERVE BANK OF INDIA ACT, 1934 for the week ended the 25th day of August, 1978

इशू विभाग
ISSUE DEPARTMENT

देयताएँ LIABILITIES	रुपये Rs.	रुपये Rs.	वास्तियाँ ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट			सोने का सिक्का और बुलियन:— Gold Coin and Bullion:—		
Notes held in the Banking Department	32,10,72,000		(क) भारत में रखा हुआ	214,21,78,000	
संचलन में नोट			(ख) भारत के बाहर रखा हुआ	..	
Notes in circulation	9018,12,02,000		विदेशी प्रतिभूतियाँ	2245,32,65,000	
जारी किये गए कुल नोट			Foreign Securities		
Total Notes issued		9050,22,74,000	जोड़ Total		2459,54,43,000
			रुपये का सिक्का		30,48,10,000
			Rupee Coin		
			भारत सरकार की रुपया प्रतिभूतियाँ		6560,20,21,000
			Government of India Rupee Securities		
			वैदेशी विनिमय बिल और दूसरे वाणिज्य-पत्र		..
			Internal Bills of Exchange and other commercial paper		
कुल देयताएँ Total Liabilities		9050,22,74,000	कुल वास्तियाँ Total Assets		9050,22,74,000

दिनांक: 30 अगस्त, 1978

Dated the 30th day of August, 1978

आई० जी० पटेल, गवर्नर

I.G. PATEL, Governor

1978 को भारतीय रिजर्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण
STATEMENT OF THE AFFAIRS OF THE RESERVE BANK OF INDIA, BANKING DEPARTMENT
As on the 15th August, 1978

देयताएँ LIABILITIES	रुपये Rs.	प्राप्तियाँ ASSETS	रुपये Rs.
चुकता पूंजी Capital Paid Up	5,00,00,000	नोट Notes	32,10,72,000
भारतित निधि Reserve Fund	150,00,00,000	रुपये का सिक्का Rupee Coin	5,07,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Operations) Funds	610,00,00,000	छोटा सिक्का Small Coin	5,85,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund	195,00,00,000	खरीदे और धुनाये गये बिल Bills Purchased and Discounted :—	
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Operations) Fund	915,00,00,000	(क) देशी (a) Internal	47,82,64,000
जमा राशियाँ :— Deposits :—		(ख) विदेशी (b) External	..
(क) सरकारी (a) Government		(ग) सरकारी खजाना बिल :— (c) Government Treasury Bills	942,53,06,000
केन्द्रीय सरकार (i) Central Government	389,97,72,000	विदेशों में रखा हुआ बकाया* Balances Held Abroad*	1584,89,43,000
राज्य सरकारें (ii) State Governments	9,10,79,000	श* Investments**	895,82,37,000
(ख) बैंक (b) Banks		ऋण और प्रग्रिम :— Loans and Advances to :—	
अनुसूचित वाणिज्य बैंक (i) Scheduled Commercial Banks	2059,86,94,000	केन्द्रीय सरकार को (i) Central Government	..
अनुसूचित राज्य सहकारी बैंक (ii) Scheduled State Co-operative Banks	29,63,61,000	राज्य सरकारों को@ (ii) State Governments@	193,21,79,000
नैर अनुसूचित राज्य सहकारी बैंक (iii) Non-Scheduled State Co-operative Banks	2,31,96,000	ऋण और प्रग्रिम :— Loans and Advances to :—	
अन्य बैंक (iv) Other Banks	1,79,91,000	अनुसूचित वाणिज्य बैंकों को† (i) Scheduled Commercial Banks †	230,77,61,000
(ग) अन्य (c) Others	1563,47,07,000	राज्य सहकारी बैंकों को‡ (ii) State Co-operative Banks ‡	313,59,76,000
देय बिल Bills Payable	169,56,25,000	दूसरों को (iii) Others	2,29,00,000
अन्य देयताएँ Other Liabilities	558,64,96,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, प्रग्रिम और निवेश Loans, Advances and Investment from National Agricultural Credit (Long Term Operations) Fund	
		(क) ऋण और प्रग्रिम :— (a) Loans and Advances to :—	
		राज्य सरकारों को (i) State Governments	110,71,77,000
		राज्य सहकारी बैंकों को (ii) State Co-operative Banks	17,34,42,000
		केन्द्रीय भूमिबन्धक बैंकों को (iii) Central Land Mortgage Banks	..
		कृषि पुनर्वित्त और विकास निगम को (iv) Agricultural Refinance and Development Corporation	215,80,00,000

देयताएं LIABILITIES	रुपये Rs.	भास्तियां ASSETS	रुपये Rs.
		(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश (b) Investment in Central Land Mortgage Bank Debentures	7,67,64,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
		राज्य सहकारी बैंकों को ऋण और अग्रिम Loans and Advances to State Co-operative Banks	133,62,23,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund	
		(क) विकास बैंक को ऋण और अग्रिम (a) Loans and Advances to the Development Bank	689,35,65,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/ डिबेंचरों में निवेश (b) Investment in bonds/debentures issued by the Development Banks	—
		अन्य भास्तियां Other Assets	1241,70,20,000
	रुपये Rupees		रुपये Rupees
	6659,39,21,000		6659,39,21,000

* नकदी, भावधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

Includes Cash, Fixed Deposits and Short-term Securities.

** राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि में से किये गए निवेश शामिल नहीं हैं।

Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों को दिये गये अस्थायी ओवरड्राफ्ट शामिल हैं।

Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†भारतीय रिजर्व बैंक अधिनियम को धारा 17 (4)(ग) के अधीन अनुसूचित वाणिज्य बैंकों को मियादी बिलों पर अग्रिम दिये गये 2,76,00,000 रुपये शामिल हैं।

Includes Rs. 2,76,00,000/- advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

दिनांक 30 अगस्त, 1978

Dated the 30th day of August, 1978

आई० जे० पटेल, गवर्नर

I.G. PATEL, Governor.

[U.O. No. 10/1/78—B.O.I.]

New Delhi, the 27th September, 1978

का० भा० 3043.—भारतीय रिजर्व बैंक अधिनियम, 1934 के अनुसरण में 1978 के दिनांक 1 सितम्बर को समाप्त हुए सप्ताह के लिए लेखा

S.O. 3043—An Account pursuant to the Reserve Bank of India Act, 1934 for the week ended the 1st day of September, 1978

इशू विभाग
ISSUE DEPARTMENT

देयताएं LIABILITIES	रुपये Rs.	रुपये Rs.	भास्तियां ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department	50,94,92,000		सोने का सिक्का और बुलियन : Gold Coin and Bullion		
संचलन में नोट Notes in circulation	8999,84,81,000		(क) भारत में रखा हुआ (a) Held in India	214,21,78,000	
जारी किये गये कुल नोट Total Notes issued		9050,79,73,000	(ख) भारत के बाहर रखा हुआ (b) Held outside India	...	
			विदेशी प्रतिभूतियां Foreign Securities	2245,32,65,000	
			जोड़ Total		2459,54,43,000
			रुपये का सिक्का Rupee Coin		31,06,55,000
			भारत सरकार की रुपया प्रतिभूतियां Government of India Rupee Securities		6560,18,75,000
			देशी विनिमय बिल और दूसरे वाणिज्य-पत्र Internal Bills of Exchange and other commercial paper		...
कुल देयताएं Total Liabilities		9050,79,73,000	कुल भास्तियां Total Assets		9050,79,73,000

दिनांक 7 सितम्बर, 1978
Dated the 7th day of September, 1978

आई० जी० पटेल, गवर्नर
I. G. PATEL, Governor.

1 सितम्बर 1978 को भारतीय रिजर्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण
Statement of the Affairs of the Reserve Bank of India, Banking Department as on the 1st September, 1978

देयताएं LIABILITIES	रुपये Rs.	भास्तियां ASSETS	रुपये Rs.
शुद्धता पूंजी Capital Paid Up	5,00,00,000	नोट Notes	50,94,92,000
भारक्षित निधि Reserve Fund	150,00,00,00	रुपये का सिक्का Rupee Coin	5,86,00,000

देयताएँ LIABILITIES	रुपये Rs.	आस्तिथियाँ ASSETS	रुपये Rs.
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Operations) Fund	610,00,00,000	छोटा सिक्का Small Coin	6,50,000
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund	195,00,00,000	खरीदे और भुनाये गये बिल Bills Purchased and Discounted :—	
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Operations) Fund	915,00,00,000	(क) देशी (a) Internal	45,56,22,000
जमा राशियाँ :— Deposits :—		(ख) विदेशी (b) External	—
(क) सरकारी (a) Government		(ग) सरकारी खजाना बिल (c) Government Treasury Bills	1115,67,14,000
(i) केन्द्रीय सरकार (i) Central Government	560,03,32,000	विदेशों में रखा हुआ बकाया* Balances Held Abroad*	1634,67,31,000
(ii) राज्य सरकारें (ii) State Governments	14,61,19,000	निवेश** Investments**	905,73,77,000
(ख) बैंक (b) Banks		ऋण और अग्रिम :— Loans and Advances to :—	
(i) अनुसूचित वाणिज्य बैंक (i) Scheduled Commercial Banks	2062,88,49,000	(i) केन्द्रीय सरकारों को (i) Central Government	—
(ii) अनुसूचित राज्य सहकारी बैंक (ii) Scheduled State Co-operative Banks	26,76,59,000	(ii) राज्य सरकारों को (ii) State Governments @	124,74,72,000
(iii) गैर-अनुसूचित राज्य सहकारी बैंक (iii) Non-Scheduled State Co-operative Banks	2,36,47,000	ऋण और अग्रिम :— Loans and Advances to :—	
(iv) अन्य बैंक (iv) Other Banks	2,07,11,000	(i) अनुसूचित वाणिज्य बैंकों को (i) Scheduled Commercial Banks†	225,08,16,000
(ग) अन्य (c) Others	1560,11,08,000	(ii) राज्य सहकारी बैंकों को (ii) State Co-operative Banks††	324,90,33,000
देय बिल Bills Payable	164,32,32,000	(iii) दूसरों को (iii) Others	2,89,00,000
अन्य देयताएँ Other Liabilities	585,71,17,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund	
		(क) ऋण और अग्रिम :— (a) Loans and Advances to :—	
		(i) राज्य सरकारों को (i) State Governments	110,93,16,000
		(ii) राज्य सहकारी बैंकों को (ii) State Co-operative Banks	17,18,80,000
		(iii) केन्द्रीय भूमिबन्धक बैंकों को (iii) Central Land Mortgage Banks	—
		(iv) कृषि पुनर्विस्तार और विकास निगम को (iv) Agricultural and Development Corporation	215,80,00,000
		(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश (b) Investment in Central Land Mortgage Bank Debentures	7,67,64,000

देयताएं	रुपये	रुपये	प्रास्तियां	रुपये	रुपये
LIABILITIES	Rs,	Rs,	ASSETS	Rs,	Rs,
			राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और प्रग्रिम		
			Loans and Advances from National Agricultural Credit (Stabilisation) Fund		
			राज्य सहकारी बैंकों को ऋण और प्रग्रिम		
			Loans and Advances to State Co-operative Banks		133,40,00,000
			राष्ट्रीय औद्योगिक ऋण (बीर्घकालीन प्रवर्तन) निधि से ऋण, प्रग्रिम और निवेश		
			Loans, Advances and Investments from National Industrial Credit Long term Operations) Fund		
			(क) विकास बैंक को ऋण और प्रग्रिम		
			(a) Loans and Advances to the Development Bank		689,68,52,000
			(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश		
			(b) Investment in bonds/debentures issued by the Development Bank		—
			अन्य प्रास्तियां		
			Other Assets		1248,85,69,000
रुपये			रुपये		
Rupees		6853,87,74,000	Rupees		6853,87,74,000

* तकदी, आवाधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

* Includes Cash, Fixed Deposits and Short-term Securities.

**** राष्ट्रीय कृषि ऋण (वर्षेकालीन प्रवर्तन) निधि और राष्ट्रीय औद्योगिक ऋण (वर्षेकालीन प्रवर्तन) निधि में से किये गये नियेश शामिल नहीं हैं।**

** Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

© राष्ट्रीय कृषि ऋण (वर्धकालीन प्रवर्तन) निधि से प्रवृत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों को विवेच्ये भत्ताप्राप्ति प्रोत्साहित है।

@ Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

+ भारतीय रिजर्व बैंक अधिनियम की धारा 17(4)(ग) के अर्धीन अनुसूचित वाणिज्य बैंकों को सीमावी जिलों पर अग्रिम दिये गये 2,76,00,000 रुपये शामिल हैं।

† Includes Rs. 2,76,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

† राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

†† Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit Stabilisation) Fund.

आई० ज० पटेल, गवर्नर
I. G. Patel, Governor.

दिनांक 7 सितम्बर, 1978

Dated the 7th day of September, 1978

क्र० प्र० 3044.—भारतीय रिजर्व बैंक अधिनियम, 1934 के अनुसरण में विनांक 8 सितम्बर, 1978 को समाप्त हुए सप्ताह के लिए लेखा
S. O. 3044.—An Account pursuant to the RESERVE BANK OF INDIA ACT, 1934 for the week ended the 8th day of September, 1978

इस विभाग
ISSUE DEPARTMENT

देयताएं LIABILITIES	रुपये Rs.	रुपये Rs.	भास्तियां ASSETS	रुपये Rs.	रुपये Rs.
बैंकिंग विभाग में रखे हुए नोट Notes held in the Banking Department	27,11,62,000		सोने का सिक्का और बुलियन :— Gold Coin and Bullion		
संचलन में नोट Notes in circulation	9193 09,84,000		(क) भारत में रखा हुआ (a) Held in India	214,21,78,000	
जारी किये गये कुल नोट Total Notes issued		9220,21,46,000	(ख) भारत के बाहर रखा हुआ (b) Held outside India . . . . .	..
			विदेशी प्रतिभूतियां Foreign Securities	2245,32,65,000	
			जोड़ Total		2459,54,43,000
			रुपये का सिक्का Rupee Coin		30,48,39,000
			भारत सरकार की रुपया प्रतिभूतियां Government of India Rupee Securities		6730,18,64,000
			देशी विनिमय बिल और दूसरे वाणिज्य-पत्र Internal Bills of Exchange and other commercial paper . . . . .		..
कुल देयताएं Total Liabilities		9220,21,46,000	कुल भास्तियां Total Assets		9220,21,46,000

विनांक 13 सितम्बर, 1978
Dated the 13th day of September, 1978

आई. जी. पटेल, गवर्नर
I. G. PATEL, Governor

8 सितम्बर, 1978 को भारतीय रिजर्व बैंक के बैंकिंग विभाग के कार्यकलाप का विवरण
Statement of the affairs of the Reserve Bank of India, Banking Department
as on 8 September, 1978.

देयताएं LIABILITIES	रुपये Rs.	भास्तियां ASSETS	रुपये Rs.
मुक्ता पूंजी Capital Paid Up	5,00,00,000	नोट Notes	27,11,62,000
भारक्षित निधि Reserve Fund	150,00,00,000	रुपये का सिक्का Rupee Coin	3,91,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि National Agricultural Credit (Long Term Oper- rations) Fund	610,00,00,000	छोटा सिक्का Small Coin	6,78,000

देयताएं LIABILITIES	रुपयें Rs.	भास्तियाँ ASSETS	रुपयें Rs.
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि National Agricultural Credit (Stabilisation) Fund	195,00,00,000	खरीदे और भुनाये गये बिल Bills Purchased and Discounted :—	
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि National Industrial Credit (Long Term Opera- tions) Fund	915,00,00,000	(क) देशी (a) Internal	42,80,92,000
जमा राशियाँ :— Deposits :—		(ख) विदेशी (b) External	—
(क) सरकारी (a) Government		(ग) सरकारी खजाना बिल (c) Government Treasury Bills	1328,78,20,000
(i) केन्द्रीय सरकार (i) Central Government	886,17,44,000	विदेशों में रखा हुआ बकाया Balances Held Abroad*	1645,69,64,000
(ii) राज्य सरकारें (ii) State Governments	12,44,55,000	निवेश Investments**	935,87,90,000
(ख) बैंक (b) Banks		ऋण और अग्रिम :— Loans and Advances to :—	
(i) अनुसूचित वाणिज्य बैंक (i) Scheduled Commercial Banks	2030,92,65,000	(i) केन्द्रीय सरकार को (i) Central Government	—
(ii) अनुसूचित राज्य सहकारी बैंक (ii) Scheduled State Co-operative Banks	28,27,81,000	(ii) राज्य सरकार को (ii) State Governments@	167,26,12,000
(iii) गैर अनुसूचित राज्य सहकारी बैंक (iii) Non-Scheduled State Co-operative Banks	2,39,74,000	ऋण और अग्रिम :— Loans and Advances to :—	
(iv) अन्य बैंक (iv) Other Banks	1,76,94,000	(i) अनुसूचित वाणिज्य बैंकों को (i) Scheduled Commercial Banks†	242,19,57,000
(ग) अन्य (c) Others	1567,36,74,000	(ii) राज्य सहकारी बैंकों को (ii) State Co-operative Banks††	336,50,33,000
वेय बिल Bills Payable	189,10,50,000	(iii) दूसरों को (ii) Others	2,39,00,000
अन्य देयताएं Other Liabilities	586,55,78,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from Na- tional Agricultural Credit (Long Term Opera- tions) Fund	
		(क) ऋण और अग्रिम :— (a) Loans and Advances to :—	
		(i) राज्य सरकारों को (i) State Governments	110,93,17,000
		(ii) राज्य सहकारी बैंकों को (ii) State Co-operative Banks	17,10,85,000
		(iii) केन्द्रीय भूमिबन्धक बैंकों को (iii) Central Land Mortgage Banks	—
		(iv) कृषि पुनर्वित्त और विकास निगम को (iv) Agricultural Refinance and Development and Corporation	215,80,00,000
		(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश (b) Investment in Central Land Mortgage Bank Debentures	7,67,64,000
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण और अग्रिम :— Loans and Advances from National Agricul- tura ¹ Credit (Stabilisation) Fund :—	

देयताएं LIABILITIES	रुपये Rs.	आस्तियां ASSETS	रुपये Rs.
		राज्य सहकारी बैंकों को ऋण और अग्रिम Loans and Advances to State Co-operative Banks	133,08,79,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि से ऋण, अग्रिम और निवेश Loans, Advances and Investments from National Industrial (Long Term Operations) Fund	
		(क) विकास बैंक को ऋण और अग्रिम (a) Loans and Advances to the Development Bank	690,58,52,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/ डिबेंचरों में निवेश (b) Investment in bonds/debentures issued by the Development Bank	—
		अन्य आस्तियां Other Assets	1276,09,18,000
रुपये Rupees	7180,02,14,000	रुपये Rupees	7180,02,14,000

* नकदी, आवधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

* Includes Cash, Fixed Deposits and Short-term Securities.

** राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय औद्योगिक और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन प्रवर्तन) निधि में से किये गये निवेश शामिल नहीं हैं।

** Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@ राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि से प्रवृत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों को दिये गये अस्थायी ओवरड्राफ्ट शामिल हैं।

@ Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

† भारतीय रिजर्व बैंक अधिनियम की धारा 17(4)(ग) के अधीन अनुमूचित वाणिज्य बैंकों को सीमासी बिलों पर अग्रिम दिये गये 2,76,00,000 रुपये शामिल हैं।

† Includes Rs. 2,76,00,000/- advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

†† राष्ट्रीय कृषि ऋण (दीर्घकालीन प्रवर्तन) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रवृत्त ऋण और अग्रिम शामिल नहीं हैं।

†† Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

दिनांक : 13 सितम्बर, 1978

Dated the 13th day of September, 1978.

आई० जी० पटेल, गवर्नर

I. G. Patel, Governor.

च० च० भीरचन्दानी अवर सचिव

C. W. Mirchandani under secy.

उद्योग मंत्रालय

(औद्योगिक विकास विभाग)

नई दिल्ली, 4 अक्टूबर, 1978

शुद्धि-पत्र

का०आ० 3045.—भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii), तारीख 18 फरवरी, 1978 के पृष्ठ 481 पर प्रकाशित, भारत सरकार के उद्योग मंत्रालय (औद्योगिक विकास विभाग) की अधिसूचना सं० का० आ० 430, तारीख, 4 फरवरी, 1978 में, पैरा 1 के उपपैरा (1) में, "कपास नियंत्रण आदेश, 1978" शब्दों और अंकों के स्थान पर "कपास नियंत्रण (संशोधन) आदेश, 1978" पढ़ें।

[फा० सं० 7(19)/77-सी०टी० एम०]

जी० वी० सुब्रामणियम, अवर सचिव

MINISTRY OF INDUSTRY

(Department of Industrial Development)

New Delhi, the 4th October, 1978

CORRIGENDUM

S.O. 3045.—In the Notification of the Government of India in the Ministry of Industry (Department of Industrial Development) No. S.O. 430 dated the 4th February, 1978 published at page 482 of the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 18th February, 1978, in sub-para (1) of para 1, for the words and figures "the Cotton Control Order, 1978", read "the Cotton Control (Amendment) Order, 1978".

[F. No. 7/19/77-CTM]

G. V. SUBRAMANYAM, Under Secy.

इस्पात और खान मंत्रालय

(इस्पात विभाग)

नई दिल्ली, 3 अक्टूबर, 1978

का. आ. 3046.—केंद्रीय सरकार, इंडियन आयरन एंड स्टील कंपनी (शेयरों का अर्जन) अधिनियम, 1976 (1976 जा 89) की धारा 5 की

उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतच् द्वारा श्री धी. बी. विश्वास को 15 फरवरी, 1978 से तथा अगला आदर्श दिव्य जानें तक सहायक संवाय आयुक्त नियुक्त करती हैं। उनकी नियुक्ति श्री एस. के. चन्द्रा के स्थान पर की गई है जिनकी बदली लाहा तथा इस्पात सहायक नियंत्रक के पद पर हो गई है।

[मि. सं. 8(108)/76-के. आई.]

टी. वी. नायर, उप-सचिव

MINISTRY OF STEEL AND MINES

(Department of Steel)

New Delhi, the 3rd October, 1978

S.O. 3046.—In exercise of the powers conferred by sub-section (2) of section 5 of the Indian Iron and Steel Company (Acquisition of Shares) Act, 1976 (89 of 1976) the Central Government appoint Shri B. B. Biswas as Assistant Commissioner of Payments with effect from the 15th February, 1978 and until further orders vice Shri S. K. Chandra, transferred as Assistant Iron and Steel Controller.

[F. No. 8(108)/76-K.I.]

T. V. NAYAR, Dy. Secy.

Ministry of Tourism and Civil Aviation

New Delhi, the 29th September, 1978

CORRIGENDUM

S.O. 3047.—In English version of this Ministry's Notification No. S.O. 2436 dated the 1st August, 1978 published in Part II-Section 3-Sub-section (ii) of the Gazette of India dated 26th August, 1978 the words 'Air Corporations Act, 1953 (27 of 1958)', should read as 'Air Corporations Act, 1953 (27 of 1953)'.

[No. AV. 18010/1/78-AC]

GIRDHAR GOPAL, Under Secy.

वाणिज्य, नागरिक पूर्ति एवं सहकारिता मंत्रालय

(नागरिक पूर्ति एवं सहकारिता विभाग)

(भारतीय मानक संस्था)

नई दिल्ली, 27 सितम्बर, 1978

का० आ० 3048.—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) 1955 के नियम 4 के उपविनियम (2) के अनुसार अधिसूचित किया जाता है कि विभिन्न उत्पादों के मानक चिह्न जिनके व्योरे नीचे अनुसूची में दिए गए हैं आपस से लिए गए हैं।

अनुसूची

क्रम संख्या	मंत्रालय का नाम	भारत के राजपत्र का संदर्भ	अधिसूचना संख्या का संदर्भ	तत्सम्बन्धी भारतीय मानक की संख्या और उर.।व
1	2	3	4	5
1.	वाणिज्य और उद्योग मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) विनांक 1959-04-25	एस०आ० 885 विनांक 1959-04-16	रंग रोगन के ड्रम— IS: 442-1954
2.	वाणिज्य और उद्योग मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) विनांक 1961-02-25	एस०आ० 433 विनांक 1961-02-09	साइकिल फ्रेमों की नलियां— IS: 623-1963
3.	वाणिज्य और उद्योग मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) विनांक 1961-01-28	एस०आ० 229 विनांक 1961-01-19	साइकिल की गद्दी के स्तंभ की नली— IS: 626-1963

1	2	3	4	5
4.	वाणिज्य और उद्योग मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) एस० प्रो०-229 दिनांक 1961-01-19 दिनांक 1961-01-28	साइकिल के पीडल जड़त की तली— IS : 628-1963	
5.	औद्योगिक विकास तथा कम्पनी मामलों का मंत्रालय (औद्योगिक विकास विभाग)	भाग II, खण्ड 3, उपखण्ड (ii) एस० प्रो०-366 दिनांक 1969-01-06 दिनांक 1969-01-25	साइकिल की तोलियों का तार— IS : 630-1961	
6.	उद्योग मंत्रालय	भाग II, खण्ड 3, उपखण्ड (ii) एस० प्रो०-1259 दिनांक 1966-04-11 दिनांक 1966-04-23	कागज रोधित सीसा खोलदार केबलों पर कवच बढाने के तार— IS : 692-1973	
7.	औद्योगिक विकास तथा कम्पनी मामलों का मंत्रालय (औद्योगिक विकास विभाग)	भाग II, खण्ड 3, उपखण्ड (ii) एस० प्रो०-3461 दिनांक 1968-09-10 दिनांक 1968-09-28	दूध की मात्रा निकालने के पिपेट— IS : 1223 (भाग 2)—1972	
8.	औद्योगिक विकास आंतरिक व्यापार तथा कम्पनी मामलों का मंत्रालय (औद्योगिक विकास विभाग)	भाग II, खण्ड 3, उपखण्ड (ii) एस० प्रो०-2031 दिनांक 1969-05-20 दिनांक 1969-05-31	खनिकों के चमड़े के बचाव, बूटों और जूतों की टो के लिए इस्पात की टोपियां IS : 3976-1967	

[सं० सी० एम० डी०/13 : 9]

MINISTRY OF COMMERCE, CIVIL SUPPLIES & CO-OPERATION

(Department of Civil Supplies & Co-operation)

(Indian Standards Institution)

New Delhi, the 27th September, 1978

S.O. 3048—In pursuance of sub-rule (2) of Rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 as amended from time to time, it is, hereby notified that the designs of the Standard Marks for various products, details of which are given in the following Schedule, have been rescinded.

SCHEDULE

Sl. No.	Name of the Ministry	Reference to govt. of India, Gazette.	Reference to Notification No.	Produced and the Relevant IS : No.
1	2	3	4	5
1.	Ministry of Commerce and Industry.	Part-II, Section-3, Sub-section (ii) dated 1959-04-25	S.O. 855 dated 1959-04-16	Drums for paints— IS : 442—1954.
2.	Ministry of Commerce and Industry.	Part -II, Section-3, Sub-section (ii) dated 1961-02-25	S.O. 433 dated 1961-02-09	Tubes for bicycle frames— IS : 623—1963.
3.	Ministry of Commerce and Industry.	Part-II, Section-3, Sub-section (ii) dated 1961-01-28	S.O. 229 dated 1961-01-19	Tubes for bicycle seat pillars— IS : 626—1963.
4.	-do-	-do-	-do-	Tubes for bicycle pedal assembly— IS : 628—1963.
5.	Ministry of Industrial Development & Company Affairs (Department of Industrial Development).	Part-II, Section-3, Sub-section (ii) dated 1969-01-25	S.O. 366 dated 1969-01-06	Bicycle spoke wire— IS : 630—1961.
6.	Ministry of Industry	Part-II, Section-3, Sub-section (ii) dated 1966-04-23	S.O. 1259 dated 1966-04-11	Armour wire for use in paper insulated lead sheathed cables— IS : 692—1973.
7.	Ministry of Industrial Development & Company Affairs (Department of Industrial Development).	Part-II, Section-3, Sub-section (ii) dated 1968-09-28	S.O. 3461 dated 1968-09-10	Pipettes for determination of milk— IS : 1223 (Part II)—1972.
8.	Ministry of Industrial Development, Internal Trade & Company Affairs (Department of Industrial Development).	Part-II, Section-3, Sub-section (ii) dated 1969-05-31	S.O. 2031 dated 1969-05-20	Steel toe-caps for miners' leather safety boots and shoes— IS : 3976—1967.

[No. CMD/13 : 9]

सूचि-पत्र

CORRIGENDUM

क्र. आ. 3049.—भारत के राजपत्र भाग 2, खण्ड 3, उपखण्ड (2) दिनांक 1978-05-13 में प्रकाशित नागरिक पूर्ति तथा सहकारिता मंत्रालय (भारतीय मानक संस्था) अधिसूचना संख्या एस. ओ. 1361 दिनांक 1978-04-24 में क्रमसंख्या 1 के सामने दिखाई गई : 10-1974 घाय की पीटियों की प्लाईवुड के मानक चिह्न की डिजाइन 1978-03-31 की बजाए 1978-08-31 से लागू होगी।

[सं. सी.एम.डी/13.9]

S.O. 3049.—In the Ministry of Civil Supplies and Co-operative (Indian Standards Institution) notification published under number S.O. 1361 dated 1978-04-27 in the gazette of India, Part-II, Section-3, Sub-section (ii) dated 1978-05-13. The design of the Standard Mark for tea-chest plywood battens-IS :10 (Part III)-1974 against Sl. No. 1 shall come into force with effect from 1978-08-31 instead of 1978-03-31.

[No. CMD/13:9]

क्र. आ. 3050.—भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1970-04-04 और 1978-06-10 तत्कालीन औद्योगिक विकास, आंतरिक व्यापार और कंपनी मामलों के मंत्रालय (औद्योगिक विकास विभाग) और नागरिक पूर्ति तथा सहकारिता मंत्रालय (भारतीय मानक संस्था) अधिसूचना संख्या एस. ओ. 1233 और 1663 दिनांक 1970-03-12 और 1978-05-23 का अधिक्रमण करते हुए भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि विभिन्न वस्तुओं पर मुहर लगाने की फीसों में परिवर्तन किए गए हैं। मुहर लगाने की ये परिदृष्टि वरें जिनके ध्यौरे नीचे अनुसूची में दिए गए हैं, 1978-05-01 से लागू होगी।

अनुसूची

क्रम उत्पाद/उत्पाद की संख्या श्रेणी	तत्सम्बन्धी मानक की संख्या और धोरण	इकाई	प्रति इकाई मुहर लगाने की फीस
1	2	3	4
1. सामान्य कार्यों के लिए अधोत्वच पिचकारियां	IS : 3236—1965 सामान्य कार्यों के लिए अधोत्वच पिचकारियों की विशिष्टि	100 पिचकारियां	1. पहली 2500 इकाइयों के लिए रु० 1.00 प्रति इकाई ; 2. 2501 से 5000 तक की इकाइयों के लिए 50 पैसे प्रति इकाई और 3. 5001 वीं इकाई और उससे ऊपर की इकाइयों के लिए 25 पैसे प्रति इकाई।
2. इंसुलिन और ट्यूबरकुलिन इंजेक्शनों के लिए अधोत्वच पिचकारियां	IS : 3237—1965 इंसुलिन और ट्यूबरकुलिन इंजेक्शनों के लिए अधोत्वच पिचकारियों की विशिष्टि	100 पिचकारियां	1. पहली 2500 इकाइयों के लिए रु० 1.00 प्रति इकाई; 2. 2501 से 5000 तक इकाइयों के लिए 50 पैसे प्रति इकाई; और 3. 5001 वीं और उससे ऊपर की इकाइयों के लिए 25 पैसे प्रति इकाई।

[सं. सी.एम.डी/13:10]

S.O. 3050—In supersession of the then Ministry of Industrial Development, Internal Trade and Company Affairs (Department of Industrial Development) and Ministry of Civil Supplies and Co-operation (Indian Standards Institution) notifications numbers S.O. 1233 & S.O. 1663 dated 1970-03-12 and 1978-05-23, published in the gazettes of India, Part-II, Section-3, Sub-Section (ii) dated 1970-04-04 and 1978-06-10 respectively, the Indian Standards Institution, hereby, notifies that the marking fees per unit for various products, have been revised. The revised rates of marking fees, details of which are given in the following Schedule, shall come into force with effect from 1978-05-01.

SCHEDULE

Sl. No.	Product/class of product	No. and Title of Relevant Indian Standard	Unit	Marking fee per unit
1	2	3	4	5
1.	Hypodermic syringes for general purposes	IS : 3236—1965 Specification for hypodermic syringes for general purposes.	100 Syringes	(i) Re. 1.00 per unit for the first 2500 units; (ii) 50 Paise per unit for the 2501st to 5000 units; and (iii) 25 Paise per unit for the 5001st unit and above.
2.	Hypodermic syringes for insulin and tuberculin injection	IS : 3237—1965 Specification for hypodermic syringes for insulin and tuberculin injection.	100 Syringes	(i) Re. 1.00 per unit for the first 2500 units; (ii) 50 Paise per unit for the 2501st to 5000 units; and (iii) 25 Paise per unit for the 5001st unit and above.

[No. CMD/13 : 10]

क्रा० प्रा० 3051— समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाण चिह्न) विनियम 1955 के उपविनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि नीचे अनुसूची में जिन एक सौ छत्तीस लाइसेंसों के भूरे दिए गए हैं, उनका प्रकटन 1975 के दौरान नवीकरण किया गया है।

अनुसूची

क्रम सं०	लाइसेंस संख्या और तिथि	वैधता की शुरुआत से	अवधि तक	लाइसेंसधारी का नाम और पता	लाइसेंस के अधीन वस्तु/प्रक्रिया और तत्सम्बन्धी भारतीय मानक : पदनाम
(1)	(2)	(3)	(4)	(5)	(6)
1.	सी.एम./एल-67 7-2-1958	1-10-75	30-9-76	सर्वश्री बुड्ढा फाफ्ट प्राइवेट लि०-डाकघर जेपुर जिला लखीमपुर (असम)	चाय की पेटियों के लिए प्लाईवुड के तबले— IS: 10—1970
2.	सी.एम./एल-169 22-2-1960	16-9-75	15-9-75	मैसूर इन्सेक्टोसाइड कं०, प्रा० लि० आन्ध्र बैंक बिल्डिंग 6, लिगीचेट्टी स्ट्रीट, मद्रास-1	बीएचसी धूलन चूर्ण— IS: 561—1972
3.	सी.एम./एल-200 15-6-1960	1-10-75	30-9-76	भारत पुल्बराइजिंग मिल्स प्रा० लि०, 589, तिरुवोतियूर हाई रोड, मद्रास-19	डीडीटी धूलन चूर्ण— IS: 564—1961
4.	सी.एम./एल-201 15-6-1960	1-10-75	30-9-76	भारत पुल्बराइजिंग मिल्स प्रा० लि०, 1074, तिरुवोतियूर, हाई रोड, मद्रास-600019	डीडीटी जल विसर्जनीय तेज चूर्ण— IS: 565—1961
5.	सी.एम./एल-302 25-6-1961	1-9-75	31-8-76	नेशनल प्लाईवुड इंडस्ट्रीज, 6, गौरपव सरकार लेन, कलकत्ता-700067	चाय की पेटियों के लिये प्लाईवुड के तबले— IS: 10—1970
6.	सी.एम./एल-340 20-9-1961	16-9-75	15-9-76	मैसूर इन्सेक्टोसाइड कं० प्रा० लि०, 6, लिगी-चेट्टी स्ट्रीट, मद्रास-1	डीडीटी धूलन चूर्ण— IS: 564—1961
7.	सी.एम./एल-440 31-7-1962	16-9-76	15-9-76	मैसूर इन्सेक्टोसाइड कं० प्रा० लि०, 18, बैचनाथ मुदालि स्ट्रीट, टोंडियारपेट, मद्रास-21	पेंथिन पायसनीय सान्द्र— IS: 1310—1974
8.	सी.एम./एल-451 30-8-1962	16-9-75	15-9-76	कोयम्बटूर प्रीमियर कारपोरेशन प्रा० लि०, पटेल रोड, कोयम्बटूर-9	7.5 किलोवाट (10 हापा) तक के वर्ग श्रेणी 'ए' रोधन युक्त तीन फेजी— IS: 325—1970
9.	सी.एम./एल-570 25-8-1963	16-9-75	31-1-76	रेडियो एंड एपेक्स्ट्रल्स मै० कं० लि०, पोस्ट बैग सं० 8, मैसूर रोड, बंगलूर-26	क. पीबीसी रोधित केबल— किसम कोल्टाग्रेड वालक (1) इकहरी 250/440 तांबा या कोर (खोल वो० और एलुमिनियम रहित) 650/1100 को० (2) इकहरी 250/440 तांबा या कोर (पीबीसी कोल्टाग्रेड खोलवार) कोल्टा एलुमिनियम (3) बुताकार 250/440 केबल कुहरी तीन या चार कोर (पीबीसी खोलदार) कोल्टा एलुमिनियम 650/1100 (4) सपाट 650/1100 तांबा या कुहरी पीबीसी कोल्टा एलुमिनियम युक्त या रहित (पीबीसी खोल-वार) ख. पीबीसी रोधित लघुकीली डोरियां— (5) कुहरी बनी हुई (खोलरहित) } (6) बुताकार कुहरी, तीन या चार कोर वाली (पीबीसी खोल-वार) } 250/440 केबल तांबा कोल्टा एलुमिनियम

IS: 694 (भाग I और II)—1964

(1)	(2)	(3)	(4)	(5)	(6)
10. सीएम/एल-595 30-10-1963	1-10-75	30-9-76	पेस्टीसाइड्स इंडिया उदयसागर रोड, उदयपुर (राजस्थान)	ऐंकीन पायसनीय तेज द्रव— IS: 1310—1974	
11. सीएम/एल-610 31-12-1963	1-10-75	30-9-76	एशियन केबल्स कारपोरेशन लि०, कोटक बाड़ी, पोखरन रोड, माजीवाड़े, ठाणे (महाराष्ट्र)	(1) पीवीसी रोहित केबल, खोलदार और खोलरहित 250/440 वोल्ट और 650/ 1100 वोल्ट ग्रेड तांबा और एलुमिनियम धालकों वाले— (2) पीवीसी रोहित लकड़ीके केबल/ डोरियां खोलदार और खोलरहित 250/440 वोल्ट ग्रेड तांबा धालक युक्त, और (3) पीवीसी रोहित लकड़ीके केबल/ डोरियां खोलरहित 650/1100 वोल्ट ग्रेड तांबा धालक युक्त— IS: 694(भाग I)—1964 तथा IS: 694(भाग II)—1964	
12. सीएम/एल-657 26-2-1964	16-7-75	15-7-76	बि मैसूर प्रायरन एण्ड स्टील लि०, भद्रावती, मैसूर	संरचना इस्पात (मानक किस्म)— IS: 226—1975	
13. सीएम/एल-638 26-2-1964	16-7-75	15-7-76	— „ —	संरचना इस्पात (सामान्य किस्म)— IS: 1977—1975	
14. सीएम/एल-681 17-6-1964	1-7-75	30-6-76	इंडियन स्टील रोलिंग मिल्स लि०, मिल बिल्डिंग, पी०बी०सी० सं० 1 नागपट्टिनम् (तंजावूर जिला)	संरचना इस्पात (मानक किस्म)— IS: 226—1975	
15. सीएम/एल-682 17-6-1964	1-7-75	30-6-76	— „ —	संरचना इस्पात (साधारण किस्म)— IS: 1977—1975	
16. सीएम/एल-706 29-6-1964	16-5-75	15-5-76	रामा रोलिंग मिल्स 156, मालिकतला मेन रोड, कलकत्ता	संरचना इस्पात (मानक किस्म)— IS: 226—1975	
17. सीएम/एल-707 29-6-1964	16-5-75	15-5-76	— „ —	संरचना इस्पात (साधारण किस्म)— IS: 1977—1975	
18. सीएम/एल-720 29-6-1966	1-8-75	31-7-76	माइनें इंडस्ट्रीज साहिबाबाद (गाजियाबाद)	संरचना इस्पात (मानक किस्म)— IS: 226—1975	
19. सीएम/एल-721 29-8-1966	1-8-75	31-7-76	— „ —	संरचना इस्पात (साधारण किस्म)— IS: 1977—1975	
20. सीएम/एल-765 24-8-1964	1-9-75	30-8-76	बि पंजाब स्टील रोलिंग मिल्स पुराना स्टेशन, बड़ौदा	संरचना इस्पात (मानक किस्म)— IS: 226—1975	
21. सीएम/एल-766 24-8-1964	1-9-75	30-8-76	— „ —	संरचना इस्पात (सामान्य किस्म)— IS: 1977—1975	
22. सीएम/एल-1015 26-2-1965	16-9-75	15-3-76	कैप्टन मोटर्स (इंडिया) लि०, टोंक रोड, जयपुर-4 (राजस्थान)	पानी के मोटर (घरेलू किस्म के) केबल टाइप 'ए' (क) सूखे डायल टाइप 15 मिमी, 20 मिमी, 25 मिमी और 40 मिमी, तथा (ख) गीले डायल टाइप 15 मिमी व्याकार— IS: 779—1968	
23. सीएम/एल-1018 26-2-1965	18-9-75	15-9-76	मैसूर इलेक्ट्रीसाइड्स कं० प्रा० लि०, 18, वैद्यनाथ मुशाली स्ट्रीट, तोडियारपेट, मद्रास-21	बीएचसी पायसनीय तेज द्रव— IS: 632—1972	
24. सीएम/एल-1120 4-5-1965	1-9-75	31-8-76	ग्राम्प स्टील कारपोरेशन लि०, मल्हापुरम, विशाखापत्तनम	संरचना इस्पात (मानक किस्म)— IS: 226—1975	
25. सीएम/एल-1121 4-5-1965	1-9-75	31-8-75	— „ —	संरचना इस्पात (साधारण किस्म)— IS: 1977—1975	

(1)	(2)	(3)	(4)	(5)	(6)
26. सीएम/एल-1125 12-8-1965	1-9-75	31-8-76	वि फोर्ट विलियम कंपनी लि०, (इस्पात के तार रस्सा विभाग) 6/ए जीटी रोड, कोल्हापुर जिला हवेली, पश्चिम बंगाल	(1) खानों में बार्डिंग कार्यों के लिये इस्पात के तार के रस्से— IS: 1855—1961 तथा (2) खानों में बुलाई कार्यों के लिये इस्पात के तार के रस्से— IS: 1856—1970	
27. सीएम/एल-1126 12-8-1965	1-9-75	31-8-76	— „ —	(1) सामान्य इंजीनियरी कार्यों के लिये इस्पात के तार के रस्से— IS: 2266—1970 तथा (2) जहाजरानी के लिये गोल लड़ी वाले जस्तेदार इस्पात के तार के रस्से— IS: 2581—1968	
28. सीएम/एल-1150 4-10-1965	1-10-75	30-9-76	एशियन केबल्स कारपोरेशन लि०, कोटकवाड़ी, पोखरन रोड, माजीवाडे, ठाणे (महाराष्ट्र)।	(1) पीबीसी रोधित (भारी काम) बिजली के केबल 1100 वोल्ट तक कार्यकारी वोल्टता के लिए तांबा और एलुमिनियम चालकों सहित IS: 1554 (भाग I)—1964 और (2) पी बी सी रोधित (भारी काम) बिजली के केबल खोलदार, कवच चढ़े 1.9/3.3 किवो एलुमिनियम चालकों वाले— IS: 1554 (भाग II)—1970	
29. सीएम/एल-1209 15-2-1966	1-10-75	30-9-76	हिन्दुस्तान कोकोकू बायर लि०, 12वां मील, गिरीपुर पार प्लेन कार्यों के लिए इस्पात फोड वाले एलुमिनियम चालकों के लिए इस्पात का तार— IS: 398—1961		
30. सीएम/एल-1219 3-3-1966	16-8-75	15-8-76	मोवी आर्क इलेक्ट्रोड्स कंपनी, मोदीनगर जिला मेरठ (उ०प्र०)।	मृदु इस्पात के धातु आर्क वेल्डन के लिए साग चढ़े इलेक्ट्रोड सामान्य प्रवेश वाले— IS: 814—1974	
31. सीएम/एल-1282 23-6-1966	1-10-75	30-9-76	अनुल ग्लास इंडस्ट्रीज प्रा० लि०, 14/1 दिल्ली मथुरा रोड, फरीदाबाद।	परतदार निरापेक्ष काँच— IS: 2553—1971	
32. सीएम/एल-1338 29-9-1966	1-10-75	30-9-76	एशियन केबल्स कारपोरेशन लि०, कोटकवाड़ी, पोखरन रोड, माजीवाडे, ठाणे (महाराष्ट्र)।	कागज रोधित सीसा खोलदार केबल, 35 किवो तक— IS: 692—1965	
33. सीएम/एल-1340 13-9-1966	1-10-75	30-9-76	हैदराबाद आलिवन मेटल वर्क्स लि०, समत नगर, हैदराबाद-18	वेल्डकृत अल्प कार्बन इस्पात गैस सिलिंडर द्रव पेट्रोलियम गैस भराई और परिवहन के लिए— IS: 3196—1974	
34. सीएम/एल-1498 25-8-1967	1-10-75	30-9-76	एशियन केबल्स कारपोरेशन लि० कोटकवाड़ी पोखरन रोड, माजीवाडे, ठाणे (महाराष्ट्र)।	पूर्ण एलुमिनियम चालक और एलुमिनियम कोर इस्पात प्रबलित चालक— IS: 398—1961	
35. सीएम/एल-1517 15-9-1967	16-9-75	15-9-76	जयलक्ष्मी फटिलाइजर्स, बेंकटरायपुरम तामुकु प० गोदावरी जिला (आन्ध्र प्रदेश)।	बीएचसी धूलन चूर्ण— IS: 565—1961	
36. सीएम/एल-1518 15-9-1967	16-9-75	15-9-76	„	डीडीटी जल विसर्जनीय तेज चूर्ण— IS: 565—1961	
37. सीएम/एल-1519 15-9-1967	16-9-75	15-9-76	„	बीएचसी जल विसर्जनीय तेज चूर्ण— IS: 562—1972	
38. सी एम/एल-1520 15-9-1967	16-9-75	15-9-76	„	ऐंठित पायसनीय सान्द्र— IS: 1310—1974	

(1)	(2)	(3)	(4)	(5)	(6)
39. सी एम/एल-1532 28-9-1967	16-9-75	15-3-76	वि राष्ट्रीय इंजीनियरिंग वर्क्स (रजि०) बटाला।	बालू बले लोहे के स्पिगाट और साकेट वाले सल उज्जिष्ठ और संवासन पाइप, फिटिंग तथा उपसाधन— IS: 1729—1964	
40. सी एम/एल-1540 6-10-1967	1-9-75	31-8-76	नेविलो सिरेमिक्स ऐंड रिफैक्ट्रीज लि०, बडलूर, दक्षिण प्रकाट जिला, तमिलनाडु।	काँचाध सेटीटरी उपकरण (काँचाध चीनी मिट्टी के)— IS: 2556 (भाग 2)—1973 IS: 2556 (भाग 3)—1973 IS: 2556 (भाग 4)—1972 IS: 2556 (भाग 5)—1967 IS: 2556 (भाग 6)—1967 IS: 2556 (भाग 7)—1973 IS: 2556 (भाग 8)—1973 IS: 2556 (भाग 9)—1973 IS: 2556 (भाग 10)—1967 और IS: 2556 (भाग 12)—1973	
41. सी एम/एल-1546 13-10-1967	16-8-75	15-8-76	अजीत सरिया इंडस्ट्रीज फाटसिल, गौहाटी (असम)।	चाय की पेटियों के धातु के फिटिंग— IS: 10—1970	
42. सी एम/एल-1573 27-11-1967	1-9-75	31-8-76	नेशनल बुक प्राइवट्स 19/9 हरीश नियोगी रोड कलकत्ता-67	चाय की पेटियों के प्लास्टिक के तखते— IS: 10—1970	
43. सी एम/एल-1666 1-4-1968	1-9-75	31-8-76	यूनाइटेड पुलवराइजर्स, बोदला, भागरा-7 (उ०प्र०)।	बो० एच० सी० झूलन पाउडर— IS: 561—1972	
44. सी एम/एल-1875 23-12-1968	1-10-75	30-9-76	एशियन केबल्स कारपोरेशन लि०, कोटकाबाड़ी, पोखरन रोड, माजीवाडे, ठाणे (महाराष्ट्र)।	पालीइथाइलीन रोहित और पी वी सी खोलदार केबल, एकल क्रोड, दोहरा क्रोड सपाट और दोहरा क्रोड गोल 250/440 मोल्ड ग्रेड एलुमिनियम बालकों युक्त— IS: 1596—1970	
45. सी एम/एल-1892 14-1-1969	16-9-75	15-9-76	जयलक्ष्मी फटिलाइजर्स, वेंकटरायपुरम, तालुक प० गोवावरी जिला (महाराष्ट्र)।	बी डी टी धूलन पूर्ण— IS: 564—1961	
46. सी एम/एल-1893 14-1-1969	16-9-75	15-9-76	„	पैराथीयान पायसनीय साम्र— IS: 2129—1962	
47. सी एम/एल-1967 6-5-1969	16-9-76	15-9-76	„	मैलाथियान पायसनीय साम्र— IS: 2567—1973	
48. सी एम/एल-2014 9-7-1969	1-10-75	30-9-76	इन्डिस्को प्लाट सं० 2, उद्योग नगर एस०पी० रोड, गोरगांव (वेस्ट) बम्बई।	बी डी टी जल विसर्जनीय तेज पूर्ण— IS: 565—1961	
49. सी एम/एल-2028 28-7-1969	16-8-75	15-8-76	जयरामबास उद्योग प्रा० लि० 8वां मील, मैसूर रोड पो०ओ० केंगेरी, बंगलौर दक्षिण मैसूर।	निम्न प्रकार के बूझी बनाने के टैप— (1) अधिक अन्तराल वाली मोटरी बूझियों के लिए हाथ के टैप और छोटे मशीन टैप— IS: 6175—1975 (2) मशीन टैप वर्धित मोटरी अधिक बूझियों के लिए “ए” और “सी” प्रकार— IS: 1988—1962 तथा (3) मशीन टैप वर्धित मोटरी अधिक अन्तराल वाली बूझियों के लिए— IS: 1988—1962	

(1)	(2)	(3)	(4)	(5)	(6)
80. सी एम/एल-2033 28-7-1969	16-8-75	15-8-76	ऐडिसन एंड कं. लि० 158, माउन्ट रोड मद्रास-2	निम्न प्रकार के मिलिंग कटर : (1) शेल अंत्य मिल— IS : 6257—1971 (2) समानांतर शीक अंत्य मिल— IS : 6353—1971 (3) पाइवं और फलककटर— IS : 6308—1971 (4) बेलनाकार कटर— IS : 6309—1971 (5) गावबुम शीक अंत्य मिल— IS : 6354—1971 (6) गावबुम शीक खाँचा मिलिंग कटर— IS : 6388—1971 (7) कुंजी मार्ग मिलिंग कटर— IS : 6355—1971 (8) एकल कोण कटर— IS : 6324—1971 (9) तिकोण कटर— IS : 6325—1971 (10) समकोण कटर— IS : 6325—1971 (11) 50 अंश शेल एकल कोण कटर— IS : 6350—1971 (12) समानांतर शीक खाँचा मिलिंग कटर— IS : 6352—1971 (13) उत्तल करर— IS : 6323—1971 (14) ध्रुवतल कटर— IS : 6322—1971 तथा (15) एक कोना गोल करने वाले कटर— IS : 6314—1971	
81. सी एम/एल-2034 28-7-1969	16-8-75	15-8-76	ऐडिसन एंड कं. लि०, 4 और 8 स्मिथ रोड, माउंट रोड, मद्रास-2	(1) समानांतर शीक बाजे हस्त रीमर— IS : 5444—1969 (2) चकिंग रीमर, समानान्तर शीकों वाले— IS : 5446—1969 (3) चकिंग रीमर मोर्स टेपर शीकों वाले— IS : 5447—1969 (4) टेपर पिन वाले हस्त रीमर— IS : 5918—1970 (5) टेपर पिन वाले मशीन रीमर— IS : 5918—1970 (6) मशीन बिज रीमर— IS : 5919—1970 (7) शेल रीमर— IS : 5926—1970 (8) मशीन बिज रीमर— IS : 6091—1971	
52. सी एम/एल-2053 20-8-1969	1-11-75	30-4-76	जम्मू रोजिन एंड टर्पेटाइन फैक्टरी डाक० मोरानसाहब जम्मू तबी	तारपीन का तेल कोटि-2 IS : 533—1954	
53. सी एम/एल-2080 30-9-1969	16-10-75	15-10-76	इंडस्ट्रियल मिनेरल एंड केमिकल कं० प्रा० लि०, कुरला मरील रोड अकला पंछेरी कम्पाई-400058	बी एच सी जल विसर्जनीय तेज ब्यूर्ग— IS : 562—1972	

(1)	(2)	(3)	(4)	(5)	(6)
54. सी एम/एल-2119 23-10-1969	1-9-75	31-8-76	पंजाब स्टील रोलिंग मिल्स प्रोल्ड स्टेशन, बड़ीदा।	कंक्रीट प्रबलन के लिए ठंडी मरोड़ी इस्पात की सरिया— IS : 1786—1966	
55. सी एम/एल-2127 28-10-1969	16-8-75	15-8-76	जयरामदास उद्योग प्रा० लि० 8वाँ मील सिसूर रोड कांगेरी 350, बंगलौर दक्षिण (कर्नाटक)।	(1) समीतर शीक वाली दिवस्ट ड्रिल स्टेब सिरीज— IS : 5100—1969 (2) समीतर शीक वाली दिवस्ट ड्रिल लघु सीरीज या जाबर— IS : 5101—1969 (3) दिवस्ट ड्रिल समीतर शीक दीर्घ शृंखला— IS : 5102—1969 तथा (4) मोर्स टेपर शीक वाले दिवस्ट ड्रिल— IS : 5103—1969	
56. सी एम/एल-2158 28-11-1969	1-10-75	30-9-76	जयलक्ष्मी फटिलाइजर्स जी०एन०टी० रोड, माधवराम मद्रास-600060	बी एच सी घुलन बूर्ण— IS : 561—1972	
57. सी एम/एल-2170 10-12-1969	1-10-75	30-9-76	„	बी डी टी घुलन बूर्ण— IS : 564—1961	
58. सी एम/एल-2190 21-12-1969	16-8-75	15-8-76	एडिसन एंड कं० लि० 4 और 8 स्मिथस रोड, माउंट रोड, मद्रास-2	(1) समीतर शीक वाली दिवस्ट ड्रिल स्टेब सिरीज— IS : 5100—1969 (2) समीतर शीक वाली दिवस्ट ड्रिल लघु सिरीज या जाबर— IS : 5101—1969 (3) दिवस्ट ड्रिल समीतर शीक दीर्घ शृंखला— IS : 5102—1969 तथा (4) मोर्स टेपर शीक वाले दिवस्ट ड्रिल— IS : 5103—1969	
59. सी एम/एल-2207 13-1-1970	1-7-75	30-6-76	वि इंडियन स्टील रोलिंग मिल्स लि०, मिल बिस्विगस, नागपट्टिनम, (तंजोन जिला)।	कंक्रीट प्रबलन के लिए ठंडी मरोड़ी इस्पात की सरिया— IS : 1786—1966	
60. सी एम/एल-2230 3-2-1970	1-10-75	30-9-76	भारत पुलबराइजिंग मिल्स प्रा० लि० 1074, तिरुवोतियूर हार्ड रोड मद्रास-600019	बी डी टी पायसनीय सान्द्र— IS : 633—1956	
61. सी एम/एल-2231 3-2-1970	1-10-75	30-9-76	„	ऐस्किन घुलन बूर्ण— IS : 1300—1974	
62. सी एम/एल-2237 9-2-1970	1-10-75	30-9-76	भारत पुलबराइजिंग मिल्स प्रा० लि० 589, तिरुवोतियूर हार्ड रोड मद्रास-19	ऐस्किन पायसनीय सान्द्र— IS : 1307—1973	
63. सी एम/एल-2262 25-2-1970	1-10-75	30-9-76	टाप सिरीज मैन्यू कं० सीरा भाब स्वामी विवेकानन्द रोड, वाया वीसर बम्बई-68 (एनवी)	सामान्य काम के लिए सघटक सिरीज— IS : 3236—1965	
64. सी एम/एल-2266 27-2-1970	1-10-75	30-9-76	जयलक्ष्मी फटिलाइजर्स, 59, जी०एन०टी० रोड, माधवराम मद्रास-600060	बी एच सी जल विसर्जनीय तेज बूर्ण— IS : 562—1972	
65. सी एम/एल-2267 27-2-1970	1-10-75	30-9-76	„	ऐस्किन पायसनीय तेज ड्रब— IS : 1310—1974	
66. सीएम/एल-2282 18-3-1970	1-10-75	30-9-75	भारत पुलबराइजिंग मिल्स प्रा० लि०, 1074, तिरुवोतियूर हार्ड रोड मद्रास-600019	मासायियान पायसनीय तेज ड्रब— IS : 2567—1973	

1	2	3	4	5	6
67. सीएम/एल-2285 30-3-1970	1-10-75	30-9-75	एशियम केबल्स कार्पोरेशन लि० कोटकवाड़ी, पोखरण रोड, माजीवाडे, ठाणे	तापनमय रोहित ऋतुसहकेबल :— 1. पी० वी० सी० रोहित और पी० वी० सी० खोलवार 250/440 बोल्ड तथा 650/ 1100 बोल्ड ग्रेड एलुमिनियम चालकों वाले— IS : 3055 (भाग 1) —1965 2. पालीइथाइलीन रोहित टैप लगे गुफित और ग्रेड चढ़े 250/440 बोल्ड और 650/1100 बोल्ड ग्रेड एलुमिनियम चालकों वाले— IS : 3035 (भाग 2) —1965 3. पालीइथाइलीन रोहित और पालीथिलीन खोलवार 250/440 बोल्ड और 650/ 1100 बोल्ड ग्रेड एलुमिनियम चालकों वाले— IS : 3035 (भाग 3) —1967	संरचना इस्पात (मानक किस्म)—IS : 226 —1975 संरचना इस्पात (सामान्य किस्म)— IS : 1977—1975 धातु के ढाँचों के लिए फुटी— IS : 419—1967 बी० एच० सी० धूलन पूर्ण— IS : 561—1972 मालाघियान पायसनीय तेज इव— IS : 2567—1973
68. सीएम/एल-2287 20-3-1970	1-6-75	31-5-76	डि० इंडस्ट्रियल डेवेलपमेंट कार्पोरेशन, भाफ उड़ीसा लि०, जि० संभलपुर (उड़ीसा)	संरचना इस्पात (मानक किस्म)—IS : 226 —1975	
69. सीएम/एल-2288 20-3-1970	1-6-75	31-5-76	"	संरचना इस्पात (सामान्य किस्म)— IS : 1977—1975	
70. सीएम/एल-2312 27-4-1970	1-11-75	31-10-76	यू० के० पेंट इंडस्ट्रीज जी० टी० रोड, भमूतसर	धातु के ढाँचों के लिए फुटी— IS : 419—1967	
71. सीएम/एल-2315 20-4-1970	1-10-75	30-9-76	सतरे कैमिकल्स इंडस्ट्रीज मोती लाल नेहरू मार्ग जमुना किनारे भागरा (उ० प्र०)	बी० एच० सी० धूलन पूर्ण— IS : 561—1972	
72. सीएम/एल-2325 19-5-1976	1-10-75	30-9-76	जयलक्ष्मी फर्टिलाइजर्स (पेस्टीसाइड्स विभाग) 59, जी० एन० टी० रोड, माधवराय, मद्रास-600060	मालाघियान पायसनीय तेज इव— IS : 2567—1973	
73. सीएम/एल-2401 1-9-1970	1-9-75	31-8-76	ग्रान्ध स्टील कार्पोरेशन लि०, मल्लपुरम, विशाखापत्तनम	कंक्रीट प्रबलन के लिए ठंडी मरोड़ी इस्पात की सरिया— IS : 786—1966	
74. सीएम/एल-2406 11-9-1970	16-9-75	15-9-76	जयलक्ष्मी एग्रो० कैमिकल्स भमरावती रोड, गोरस्तला गांव सीमा डाकघर गुंदूर-2, गुंदूर जिला (ग्रान्ध प्रदेश)	बी० एच० सी० धूलन पूर्ण— IS : 561—1972	
75. सीएम/एल-2408 11-9-1970	1-9-75	31-8-76	भारती मिनरल्स 15/7 भयुरा रोड, फरीदा- बाद	ऐंजिन पायसनीय तेज इव— IS : 1310—1974	
76. सीएम/एल-2412 28-9-1970	1-10-75	30-9-76	सनरे कैमिकल्स इंडस्ट्रीज मोतीलाल नेहरू रोड, भागरा	बी० एच० सी० जल विसर्जनीय तेज पूर्ण— IS : 562—1972	
77. सीएम/एल-2421 6-10-1970	1-10-75	30-9-76	मल्टीनेक्स एग्रो इंडस्ट्रीज (प्रा०) लि०, प्लाट सं० 184/12 तथा 184/11 नरोदा इंडस्ट्रियल एस्टेट, नरोदा, ग्रहमबाबाय-2	ऐंजिन पायसनीय तेज इव— IS : 1310 —1974	
78. सीएम/एल-2569 26-2-1971	16-8-75	15-8-76	ऐजिसन एण्ड कं० लि० 4 तथा 8 स्मिथ रोड माऊंट रोड, मद्रास-2	निम्न प्रकार के बूझी बनाने के टैप— 1. अधिक अंतराल वाली मीटरी बूझियों के लिए हाथ के टैप और छोटे मशीन टैप, 2. मशीन टैप धातु मीटरी अधिक बूझियों के लिए "ए" और सी० प्रकार, तथा 3. मशीन टैप धातु मीटरी अधिक अंतराल वाली बूझियों के लिए— IS : 1988—1962	
79. सीएम/एल-2581 9-3-1971	16-9-75	15-3-76	प्लांट प्रोडक्शन इंडस्ट्रीज ई-6, इंडस्ट्रियल एस्टेट, भमरावती रोड, गुंदूर-2	बी० एच० सी० धूलन पूर्ण— IS : 561—1972	
80. सीएम/एल-2595 16-3-1971	1-10-75	30-9-76	भारत पुलवराइजिंग मिल्स प्रा० लि०, 1074 विश्वनाथियूर हाई रोड, मद्रास-600019	बलोरखेन पायसनीय तेज इव— IS : 2682—1966	

1	2	3	4	5	6
81. सीएम/एल-2658 31-3-1971	1-10-75	30-9-75	एशियन केबल्स कारपोरेशन लि०, कोटकवाड़ी, पोखरन रोड, माजीवाड़े, ठाणे (महाराष्ट्र)	1. तांबे के चालक और 2. एलुमिनियम के चालक — IS : 434 (भाग 1 और 2)—1964	
82. सीएम/एल-2743 19-7-1971	1-9-75	31-8-76	शालीमार इंडस्ट्रीज प्रा० लि०, 1, स्वर्ण नियोगी रोड डा० बाटैनिक गाउँन, हावड़ा (पश्चिम बंगाल)	1. शटल टाट कपड़े के करघों के लिए— IS : 1186—1971 2. स्वतः कैप परिवर्ती पटसन करघों के लिए— IS : 2910—1971 3. पटसन के विस्तृत करघों के लिए — IS : 2910—1971	
83. सीएम/एल-2744 25-8-1971	16-9-75	15-3-76	टुडियाधूर को-आपरेटिव एग्रीकल्चरल सर्विसेज लि०, टुडियाधूर डाकघर, कोयम्बटूर-11	बी० एच० सी० तेज चूर्ण— IS : 562—1972	
84. सीएम/एल-2758 7-9-1971	1-01-75	30-9-76	मल्टी प्लेक्स इंडस्ट्रीज (प्रा०) लि०, प्लाट सं० 184/11 तथा 184/12 नरोदा इंडस्ट्रियल इस्टेट, नरोदा, ग्रहमवाबाद-2	ऐश्विन धूलन चूर्ण— IS : 1308—1974	
85. सीएम/एल-2765 13-9-1971	16-9-75	15-9-76	कैमिक्स एण्ड प्लास्टिक इंडिया लि०, रामन नगर, मेट्टूर बांध-3 सत्यम जिला (तमिलनाडु)।	बिजली प्रस्थापनों के लिए सख्त अधातु तारनालियां—IS : 2509—1973	
86. सीएम/एल-2818 26-11-1971	1-6-75	31-5-76	दि इंडस्ट्रियल डेवेलपमेंट कार्पो० आफ उड़ीसा लि०, जिला संभलपुर (उड़ीसा)	कंक्रीट प्रबलन के लिए ठंडी मरोड़ी इस्पात की सरिया — IS : 1786—1966	
87. सीएम/एल-2920 18-2-1972	1-11-75	31-10-76	बेलियाघाटा टिम्बर, वर्क्स 28-बी०, जौलपट्टी रोड, बेलियाघाटा, कलकत्ता	चाय के पेटियों के प्लाईवुड के लकड़े— IS : 10—1970	
88. सीएम/एल-2970 10-3-1972	1-11-75	31-10-76	जुपिटर ग्लास वर्क्स बी-209 नारायणा इंडस्- ट्रियल एरिया, फेज-1, नई दिल्ली	दूध नवनीतमापी 10 प्रतिशत पनीर नव नीतमापी 40 प्रतिशत— IS : 1223 (भाग 1) —1970	
89. सीएम/एल-3039 30-3-1972	16-10-75	15-10-76	पास्स प्रा० लि०, 16, इंडस्ट्रियल एरिया बांस- वाड़ा (राजस्थान)	शिरोपरि पावर प्रेषण कार्यों के लिए सख्त खिंचे लड़वार एलुमिनियम और इस्पात की कोर वाले एलुमिनियम चालक— IS : 398—1961	
90. सीएम/एल-3092 3-7-1972	16-7-75	15-7-76	दि मैसूर ग्राइल एण्ड स्टील लि०, भद्रावती मैसूर राज्य (दक्षिण रेलवे)	कंक्रीट प्रबलन के लिए ठंडी मरोड़ी इस्पात की सरिया— IS : 1786—1966	
91. सीएम/एल-3129 21-8-1972	16-8-75	15-8-76	रवि इंजीनियरिंग वर्क्स, छेहरटा जिला अमृतसर	संरचना इस्पात (मानक किस्म) — IS : 226—1969	
92. सीएम/एल-3130 21-8-1972	16-8-75	15-8-76	„	संचरना इस्पात (साधारण किस्म) — IS : 1977—1969	
93. सीएम/एल-3136 23-8-1972	1-9-75	31-8-76	मंधाराम एंड संस, दुमकुर रोड, बंगलौर-22	बिस्कुट—IS : 1011—1968	
94. सीएम/एल-3164 22-9-1972	1-10-75	15-1-77	वि विवर्भ को-आपरेटिव मार्केटिंग सोसायटी लि०, भमरावती बडनेरा रोड, भमरावती सेन्धीधा मील, पो० बक्स सं० 46, भमरावती	बी० एच० सी० धूलन चूर्ण— IS : 561—1972	
95. सीएम/एल-3183 9-10-1972	16-9-75	15-9-76	सुरेश द्यूक्स एण्ड स्टील्स प्रा० लि०, दूसरी पोखरन रोड, माजीवाड़ा, गांव ठाणे, (मध्य रेलवे)	संरचना इस्पात (मानक किस्म)— IS : 226—1975	
96. सीएम/एल-3184 9-10-1972	16-9-75	15-9-76	„	संचरना इस्पात (सामान्य किस्म)— IS : 1977—1975	
97. सीएम/एल-3199 20-10-1972	1-11-75	31-10-76	वि इंडिया फ्लोर मिल्स कं०, सी०-49/50, लारेंस रोड, रामपुरा, दिल्ली-35	बेसन—IS : 2400—1963	
98. सीएम/एल-3211 3-11-1972	16-9-75	15-7-76	कविता इंडस्ट्रियल कार्पो० (कंडक्टर विभाग), ए-5, इंडस्ट्रियल इस्टेट, बाराणासी (उ० प्र०)	पूर्ण एलुमिनियम चालक तथा एलुमिनियम कोर वाले इस्पात प्रबलित चालक— IS : 398—1961	

1	2	3	4	5	6
99. सीएम/एल-3228 28-11-1972	16-10-75	15-10-76	पी० एम० एम० कंपनी पैकनडूरिया रोड, इरोड	बी० एच० सी० धूलन चूर्ण— IS : 561—1972	
100. सीएम/एल-3395 26-4-1973	1-10-75	31-3-76	पीपक लि०, ग्रामेम्बिक रोड, बड़ौदा	बी० एच० सी० जल विसर्जनीय तेज चूर्ण— IS : 562—1972	
101. सीएम/एल-3471 10-7-1973	16-7-75	15-7-76	वि मैसूर आइरन एण्ड स्टील वर्क्स लि०, भद्रा- वती, मैसूर राज्य (दक्षिण रेलवे)	सामान्य इंजीनियरी कार्यों के लिए मशीनोक्त पुर्जे बनाने के लिए कार्बन इस्पात ब्लैक छड़— IS : 2073—1970	
102. सीएम/एल-3474 10-7-1973	16-7-75	15-7-76	"	केस कथोरकारी इस्पात— IS : 4432—1967	
103. सीएम/एल-3475 10-7-1973	16-7-75	15-7-76	"	कठोरण और टेम्पर देने के लिए इस्पात— IS : 5517—1969	
104. सीएम/एल-3491 25-7-1973	1-8-75	15-10-76	हिन्दुस्तान वायर्स लि०, 3-ए०, शेक्सपियर सरणि, कलकत्ता-16	वृत्तुरित तार पूर्ण प्रतिबलित कंक्रीट— IS : 6003—1970	
105. सीएम/एल-3508 8-8-1973	16-8-75	15-8-76	इन्डिकेम सी-2-ए, टायप रोड, सं० 5 और 6 जी० आई० डी० सी० इंडस्ट्रियल टाउनशिप बताया, ग्रहमवाबाद	डी० डी० टी० धूलन चूर्ण— IS : 564—1961	
106. सीएम/एल-3511 8-8-1973	16-8-75	15-8-76	पेस्टीसाइड्स इंडिया लि० 9/122 मोतीबाग, जमनापार, भागरा (उ० प्र०)	स्वरोक्त मथाइलाइयाक्सी परामलोराइड सान्द्रों से बनी दवाइयाँ— IS : 2358—1963	
107. सीएम/एल-3517 10-8-1973	16-8-75	16-8-76	के० एस० इंजीनियरिंग वर्क्स, गाजियाबाद	प्राघातवर्धकलवां लोहे के पाइप फिटिंग, एलबी टी यूनियन साकेट और कास 100 मि० मी० आकार तक के— IS : 1879—1961	
108. सी एम/एल-3523 23-8-1973	1-9-75	31-8-76	इम्पीरियल स्टोर्स एण्ड एजेंसी कं०, भक्षेरहाट रोड, नीमटा, 24-भरगना	चाय की पेटियों के प्लाईवुड के तख्ते— IS : 10—1970	
109. सी एम/एल-3536 6-9-1973	16-9-75	15-9-76	यूनिभन पेस्टिसाइड्स, श्रीराम नगर, विदिशा (म० प्र०)	बी एच सी धूलन चूर्ण— IS : 561—1972	
110. सी एम/एल-3537 6-9-1973	16-9-75	15-9-76	"	ऐंफिन पायसनीय तेज द्रव— IS : 1310—1974	
111. सी एम/एल-3542 17-8-1973	1-11-75	31-10-76	राजस्थान बायर प्राइवेट्स, 36, सुदर्शन पुरा, इण्डस्ट्रियल एरिया, जयपुर	पूर्ण एलुमिनियम चालक तथा एलुमिनियम कोर वाले इस्पात प्रबलित चालक— IS : 398—1961	
112. सी एम/एल-3545 19-9-1973	1-10-75	30-9-76	जियो इण्डस्ट्रीज इन्सेक्टीसाइड्स (इण्डिया) प्रा० लि०, 82/3-ए, सातनकाडु कालाडिपेट, मद्रास-600019	ऐंफिन पायसनीय तेज द्रव— IS : 1310—1974	
113. सी एम/एल-3556 25-9-1973	1-10-75	31-3-76	भारत कण्डक्टर्स प्रा० लि०, ए-8, पीन्या इण्डस्ट्रियल एस्टेट, बंगलौर-22	पूर्ण एलुमिनियम चालक तथा एलुमिनियम कोर वाले इस्पात प्रबलित चालक— IS : 398—1961	
114. सी एम/एल-3572 10-10-1973	1-5-75	30-4-76	एस्कोर्ट्स लि०, 18/4, मयूरा रोड, फरीदाबाद (हरियाणा)	हाईड्रालिक गॉक ऐम्ब्रास— IS : 5423—1969	
115. सी एम/एल-3613 28-11-1973	1-6-75	31-8-76	ग्रान्ध्र स्टील कारपोरेशन लि०, मल्लपुरम, विशाखापत्तनम	कार्बन इस्पात की ठली बिलेट सिलिलियां संरचना इस्पात के रूप में (मानक गुणता)— IS : 6914—1973	
116. सी एम/एल-3614 28-11-1973	1-6-75	31-8-76	"	संरचना इस्पात के रूप में वेल्डन के लिए कार्बन इस्पात की ठली बिलेट सिलिलियां (साधारण गुणता) IS : 6915—1978	
117. सी एम/एल-3919 8-8-1974	16-8-75	15-8-76	प्रताप रोलिंग मिल्स प्रा० लि०, बल्लभगढ़ (हरियाणा)	स्वचल निलम्बन के लिए वायूद कुडलित और परतवार कमामियां का इस्पात— IS : 3431—1965	
118. सी एम/एल-3937 2-9-1974	1-9-75	31-8-76	भार० सी० गुप्ता एण्ड ब्रदर्स, नई दिल्ली	कमानियों के लिए शीत वेल्डन इस्पात की पत्तियां— IS : 2507—1965	

1	2	3	4	5	6
119. सी एम/एल-3947 9-9-1974	16-9-75	15-9-76	वेस्टन कारपोरेशन, एस-26, इण्डस्ट्रियल एरिया, जलंधर ।	फुटबाल, बास्केटबाल और वालीबाल सभी संरक्षित— IS : 417—1974	
120. सी एम/एल-3948 9-9-1974	16-9-75	15-12-76	राजेन्द्र इलेक्ट्रिकल इण्डस्ट्रीज, प्लॉट सं० 14, शाह इण्डस्ट्रियल इस्टेट, वीरादेसाई रोड, अम्बोबिली अग्नेरी (पश्चिम) बम्बई-58 ।	बिजली के उपकरणों के ज्वालासह खोल— IS : 2148—1968	
121. सी एम/एल-3949 9-9-1974	16-9-75	15-9-76	मिफिर हिल्स सॉ एण्ड प्लास्टर फैक्टरी, 9/1, आर० एन० मुखर्जी रोड, 7वां तल्ला, कलकत्ता-700001 ।	ऊपर प्लास्टर के तख्ते लगे लकड़ी के समतल किराड़ (ठोस क्रोड़ वाले)— IS : 2202 (भाग 1)—1973	
122. सी एम/एल-3950 9-9-1974	16-9-75	28-2-77	सेन्ट्रल इन्फेक्टियाइड्स एण्ड फटिलाइजर्स, साकी बिहार रोड, साकी नाका, बम्बई-72 ।	आयामेथोएट पायसनीय तेज द्रव— IS : 3903—1975	
123. सी एम/एल-3951 9-9-1974	16-9-75	30-4-76	न्यू केमी इण्डस्ट्रीज प्रा० लि०, अशोक नगर फास, रोड सं० 1, कादीबली पूर्व, बम्बई-400067 (एनबी) ।	डीडीटी धूलन धूर्ण— IS : 564—1961	
124. सी एम/एल-3953 16-9-1974	1-10-75	30-9-76	हिन्दुस्तान इन्सुलेटेड केबल कम्पनी, पटेल मार्ग, गाजियाबाद ।	तापनम्य रोहित आनुसह केबल पीवीसी रोहित और पीवीसी खोमचार 250/440 बोल्ट तथा 650/1100 बोल्ट ग्रेड एलुमिनियम जालकों वाले— IS : 3035 (भाग 1)—1965	
125. सी एम/एल-3954 18-9-1974	1-10-75	30-9-76	विक्ट्री बैट्रेस, पश्चिम बलकुड़ी मल्ला रोड, त्रिचूर जिला ।	चाय की पेटियों के लिए पट्टियाँ— IS : 10 (भाग 3)—1974	
126. सी एम/एल-3956 19-9-1974	16-9-75	15-9-76	वि टुडियासूर कोआपरेटिव एग्रिकल्चरल सर्विस लि०, मेट्टू पलयम रोड, टुडियासूर, कोयम्ब- टूर-641064 ।	डीडीटी पायसनीय तेज द्रव— IS : 633—1956	
127. सी एम/एल-3958 19-9-1974	16-9-75	15-3-76	बी० डी० खेतान एण्ड कम्पनी, अभिति रोड, मैनागढ़, पु० स्टेशन महेशतल्ला, 24-परगना (प० बंगाल) ।	एफ्रिन पायसनीय तेज द्रव— IS : 1310—1974	
128. सी एम/एल-3961 23-9-1974	1-10-75	30-9-76	मोतीलाल पेस्टीसाइड्स (इण्डिया), मसानी- वेहसी रोड, मथुरा ।	मालाधिपोन पायसनीय तेज द्रव— IS : 2567—1973	
129. सी एम/एल-3965 25-9-1974	1-10-75	31-3-76	पम्प मैयूफैक्टरिंग कारपोरेशन, 141/144, इण्डस्ट्रियल एरिया, जयपुर पश्चिम, जयपुर ।	ठला लोहे के स्लूट वाल्व वगं 1, 100 मिमी तक के— IS : 780—1969	
130. सी एम/एल-3966 25-9-1974	1-10-75	30-9-76	गार्वेन इण्डस्ट्रियल कारपोरेशन, 29-आर/2, इण्डस्ट्रियल एरिया, न्यू रोहतक रोड, नई दिल्ली ।	एलुमिनियम जालकों युक्त पीवीसी रोहित खोलदार केबल, एकहरी कोर 250/440 बोल्ट— IS : 694 (भाग 2)—1964	
131. सी एम/एल-4008 29-10-1974	1-11-75	31-10-75	करुणाम्बिके मिल्स लि०, पोस्ट बाक्स सं० 2, शोमानूर डाकघर, जिला कोयम्बटूर (तमिल- नाडु) ।	सूती धुवरंग धागा— IS : 171—1973	
132. सी एम/एल-4015 31-10-1974	1-11-75	31-10-76	कनारा स्टील लि०, बैकमपाडी, दक्षिण जिला, (कर्नाटक) ।	संरचना इस्पात के रूप में वेल्डन के लिए कार्बन इस्पात की ठली बिलेट सिल्लिया (मानक किस्म)— IS : 6914—1973	
133. सी एम/एल-4016 31-10-1974	1-11-75	31-10-76	„	संरचना इस्पात के रूप में वेल्डन के लिए कार्बन इस्पात की बिलेट सिल्लिया (सामान्य किस्म)— IS : 6915—1973	

1	2	3	4	5	6
134. सी एम/एल-4038 5-11-1974	1-10-75	30-9-76	कोहनूर पेंट्स प्रा० लि०, रेलवे स्टेशन के निकट, छेहरटा, भ्रमृतसर ।		(1) डिस्टेम्पर, शुष्क, यथावश्यक रंग— IS : 427—1965 (2) डिस्टेम्पर, तैल इमल्शन, यथावश्यक रंग— IS : 428—1969
135. सी एम/एल-4039 5-11-1974	1-10-75	31-3-76	„	„	ब्लैक जापान प्रकार "ए"— IS : 341—1973
136. सी एम/एल-4040 5-11-1974	1-10-75	30-9-76	„	„	इनेमल, संश्लिष्ट बाह्य प्रकार : (क) निचले लेप के लिए (ख) वांछित रंग की फिनिश के लिए, बर्ग बुरुश से लगाने अथवा स्प्रे वाला— IS : 2932—1964 (ग) इनेमल बाह्य प्रकार 2, (क) निचले लेप के लिए (ख) वांछित रंग के फिनिश के लिए, बर्ग बुरुश से लगाने अथवा स्प्रे वाला— IS : 2933—1964 (घ) इनेमल, भीतरी (क) निचले लेप के लिए (ख) वांछित रंग के फिनिश के लिए बुरुश से लगाने वाला— IS : 133—1965

[सं० सी एम डी/13 : 12]

S.O. 3051.—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, the Indian Standards Institution, hereby notifies that one hundred and thirtysix licence particulars of which are given in the following schedule, have been renewed during the month of October 1975.

SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity		Name and Address of the Licencee	Article/Process covered by the Licence and the Relevant IS : Designation
		From	To		
1	2	3	4	5	6
1.	CM/L-67 7-2-1958	1-10-75	30-9-76	Sarvashri Wood Craft Products Ltd., P.O. Jeypore, Distt. Lakhimpur (Assam)	Tea-chest plywood panels— IS : 10—1970
2.	CM/L-169 22-2-1960	16-9-75	15-9-76	Mysore Insecticides Co. Pvt. Ltd., Andhra Bank Building, 6, Linghi Chetty Street, Madras-1.	BHC dusting powders— IS : 561—1972
3.	CM/L-200 15-6-1960	1-10-75	30-9-76	Bharat Pulverising Mills Pvt. Ltd., 589, Thiruvottiyur High Road, Madras-19.	DDT dusting powders— IS : 564—1961
4.	CM/L-201 15-6-1960	1-10-75	30-9-76	Bharat Pulverising Mills Pvt. Ltd., 1074, Thiruvottiyur High Road, Madras-600019.	DDT water dispersible powder concentrates IS : 565—1961
5.	CM/L-302 25-6-1961	1-9-75	31-8-76	National Plywood Industries, 6, Go- rapada Sarkar Lane, Calcutta-700067	Tea-chest plywood panels— IS : 10—1970
6.	CM/L-340 20-9-1961	16-9-75	15-9-76	Mysore Insecticides Co. Pvt. Ltd., 6, Linghi Chetty Street, Madras-1.	DDT dusting powders— IS : 564—1961
7.	CM/L-440 31-7-1962	16-9-75	15-9-76	Mysore Insecticides Co. Pvt. Ltd., 18, Uaidyanatha Mudali Street, Ton- diarpot, Madras-21.	Endrin emulsifiable concentrates— IS : 1310—1974
8.	CM/L-451 30-8-1962	16-9-75	15-9-76	Coimbatore Premier Corpn. Pvt. Ltd., Patel Road, Coimbatore-9.	Three-Phase induction motors upto 7.5 kW (10 HP) only with class 'A' insula- tion— IS : 325—1970

1	2	3	4	5	6
9. CM/L-570 23-8-1963	16-9-75	31-1-76	Radio & Electricals Mfg. Co. Ltd., Post Bag No. 6, Mysore Road, Bangalore-76	(a) PVC insulated cables : Type Voltage Grade Conductor (i) Single core 250/440 volts & 650/1100 volts (unsheathed) (ii) Single core 250/440 volts (PVC sheathed) (iii) Circular twin three and four cores (PVC sheathed) (iv) Flat twin with or without ECC (PVC sheathed) (b) PVC insulated flexible cords : (v) Twin twisted (unsheathed) (vi) Circular twin, three and four cores (PVC sheathed) IS : 694 (Parts I & II)—1964	Copper or Aluminium Aluminium only Copper or Aluminium Copper only
10. CM/L-595 30-10-1963	1-10-75	30-9-76	Pesticides India, Udaisagar Road, Udaipur (Rajasthan).	Endrin emulsifiable concentrates— IS : 1310—1974	
11. CM/L-610 31-12-1963	1-10-75	30-9-76	Asian Cables Corpn. Ltd., Kotak Wadi, Pokhran Road, Majiwade, Thana (Maharashtra).	(i) PVC insulated cables, sheathed and unsheathed, 250/440 volts and 650/1100 volts grade with copper and aluminium conductors; (ii) PVC insulated flexible cables/cords, sheathed and unsheathed, 250/440 volts grade with copper conductors; and (iii) PVC insulated flexible cables/cords unsheathed, 650/1100 volts grade with copper conductors— IS : 694 (Pt. I)—1964 & IS : 694 (Pt. II)—1964	
12. CM/L-637 26-2-1964	16-7-75	15-7-76	The Mysore Iron & Steel Ltd., Bhadravati (Mysore).	Structural steel (standard quality)— IS : 226—1975	
13. CM/L-638 26-2-1964	16-7-75	15-7-76	-do-	Structural steel (ordinary quality)— IS : 1977—1975	
14. CM/L-681 17-6-1964	1-7-75	30-6-76	Indian Steel Rolling Mills Ltd., 'Mill Building', P.B. No. 1, Nagapatnam (Tanjore District)	Structural steel (standard quality)— IS : 226—1975	
15. CM/L-682 17-6-1964	1-7-75	30-6-76	-do-	Structural steel (ordinary quality)— IS : 1977—1975	
16. CM/L-706 29-6-1964	16-5-75	15-5-76	Rama Rolling Mills, 156, Maniktola Main Road, Calcutta.	Structural steel (standard quality)— IS : 226—1975	
17. CM/L-707 29-6-1964	16-5-75	15-5-76	-do-	Structural steel (ordinary quality)— IS : 1977—1975	
18. CM/L-720 29-6-1966	1-8-75	31-7-76	Modern Industries, Sahibabad (Ghaziabad).	Structural steel (standard quality)— IS : 226—1975	

1	2	3	4	5	6
19. CM/L-721 29-6-1966	1-8-75	31-7-76	Modern Industries, Sahibabad (Ghaziabad).	Structural steel (ordinary quality)— IS : 1977—1975	
20. CM/L-765 24-8-1964	1-9-75	31-8-76	The Punjab Steel Rolling Mills, Old Station, Baroda.	Structural steel (standard quality)— IS : 226—1975	
21. CM/L-766 24-8-1964	1-9-75	31-8-76	-do-	Structural steel (ordinary quality)— IS : 1977—1975	
22. CM/L-1015 26-2-1965	16-9-75	15-3-76	Capstan Meters (India) Ltd., Tonk Road, Jaipur-4 (Rajasthan).	Water meters (domestic type) Type 'A' only :— (a) dry dial type 15 mm, 20mm, 25mm & 40mm; & (b) wet dial type 15 mm size— IS : 779—1968	
23. CM/L-1018 26-2-1965	16-9-75	15-9-76	Mysore Insecticides Co. Pvt. Ltd., 18, Vaidyantha Mudali Street, Tondiarpet, Madras-21.	BHC emulsifiable concentrates— IS : 632—1972	
24. CM/L-1120 4-5-1965	1-9-75	31-8-76	Andhra Steel Corpn. Ltd., Malhapuram Vishakhapatnam.	Structural steel (standard quality)— IS : 226—1975	
25. CM/L-1121 4-5-1965	1-9-75	31-8-76	-do-	Structural steel (ordinary quality)— IS : 1977—1975	
26. CM/L-1125 12-8-1965	1-9-75	31-8-76	The Fort William Co. Ltd., (Steel Wire & Rope Division), 6/A, G.T. Road, Konnagar, Distt. Hooghly, West Bengal.	(1) Steel wire ropes for winding purposes in mines— IS : 1855—1961; and (2) Steel wire ropes for haulage purposes in mines— IS : 1856—1970	
27. CM/L-1126 12-8-1965	1-9-75	31-8-76	-do-	(1) Steel wire ropes for general engineering purposes— IS : 2266—1970; and (2) Round strand galvanized steel wire ropes for shipping purposes— IS : 2581—1968	
28. CM/L-1150 4-10-1965	1-10-75	30-9-76	Aslan Cables Corpn. Ltd., Kotak Wadi, Pokhran Road, Majiwade, Thana (Maharashtra).	(1) PVC insulated (heavy duty) electric cables for working voltages up to and including 1100 volts with copper and aluminium conductors— IS : 1554 (Pt. I)—1964; and (2) PVC insulated (heavy duty) electric cables, sheathed, armoured, 1.9/3.3 kV with aluminium conductors— IS : 1554 (Pt. II)—1970	
29. CM/L-1209 15-2-1966	1-10-75	30-9-76	Hindustan Kokoku Wire Ltd., 12th Milestone, Delhi-Mathura road, Faridabad.	Steel wire for the core of steel-cored aluminium conductors for overhead transmission purposes— IS : 398—1961	
30. CM/L-1219 3-3-1966	16-8-75	15-8-76	Modi Arc Electrodes Co., Modinagar, Distt. Meerut (U.P.)	Covered electrodes for metal arc welding of mild steel, normal penetration type— IS : 814—1974	
31. CM/L-1282 23-6-1966	1-10-75	30-9-76	Atul Glass Industries Pvt. Ltd., 14/1, Delhi Mathura Road, Faridabad	Laminated safety glass— IS : 2553—1971	
32. CM/L-1338 29-9-1966	1-10-75	30-9-76	Aslan Cables Corpn., Ltd, Kotak Wadi Pokhran Road, Majiwade, Thana (Maharashtra).	Paper insulated lead-sheathed cables upto and including 33 kV only— IS : 692—1965	
33. CM/L-1340 13-9-1966	1-10-75	30-9-76	Hyderabad Allwyn Metal Works Ltd., Sanatnagar, Hyderabad-18.	Welded low carbon steel gas cylinders for the storage and transportation of liquefied petroleum gases— IS : 3196—1974	
34. CM/L-1498 25-8-1967	1-10-75	30-9-76	Asian Cables Corpn. Ltd., Kotak Wadi Pokhran Road, Majiwade, Thana (Maharashtra).	AAC & ACSR conductors— IS : 398—1961	
35. CM/L-1517 15-9-1967	16-9-75	15-9-76	Jayalakshmi Fertilizers, Venkatarayapuram, Tanuku, West Godawari, Distt. (A.P.)	BHC dusting powders— IS : 561—1972	
36. CM/L-1518 15-9-1967	16-9-75	15-9-76	Jayalakshmi Fertilizers, Venkatarayapuram, Tanuku, West Godawari Distt. (A.P.)	DDT water dispersible powder concentrates— IS : 565—1961	

1	2	3	4	5	6
37.	CM/L-1519 15-9-1967	16-9-75	15-9-76	-do-	BHC water dispersible powder concentrates— IS : 562—1972
38.	CM/L-1520 15-9-1967	16-9-75	15-9-76	-do-	Endrin emulsifiable concentrates— IS : 1310—1974
39.	CM/L-1532 28-9-1967	16-9-75	15-3-76	The Rashtriya Engg. Works (Regd.) Batala.	Sand cast iron spigot and socket soil, waste and ventilating pipes, fittings and acc- essories— IS : 1729—1964
40.	CM/L-1540 6-10-1967	1-9-75	31-8-76	Neiveli Ceramics & Refractories Ltd. Vadalur, South Arcot Distt., Tamil Nadu.	Vitreous sanitary appliances (Viterous China)— IS : 2556 (Part II)—1973, IS : 2556 (Part III)—1973 IS : 2556 (Part IV)—1972, IS : 2556 (Part V)—1967, IS : 2556 (Part VI)—1967, IS : 2556 (Part VII)—1973, IS : 2556 (Part VIII)—1973, IS : 2556 (Part IX)—1972, IS : 2556 (Part X)—1967, and IS : 2556 (Part XII)—1973
41.	CM/L-1546 13-10-1967	16-8-75	15-8-76	Ajitsaria Industries, Fatasil, Gauhati (Assam).	Tea-chest metal fittings— IS : 10—1970
42.	CM/L-1573 27-11-1967	1-9-75	3-18-76	National Wood Products, 19/9, Harish Neogi Road, Calcutta-67.	Tea-chest plywood panels— IS : 10—1970
43.	CM/L-1666 1-4-1968	1-9-75	31-8-76	United Pulverisers, Bodla, Agra-7 (U.P.)	BHC dusting powders— IS : 561—1972
44.	CM/L-1873 23-12-1968	1-10-75	30-9-76	Asian Cable Corpn. Ltd. Kotak Wadi, Pokhran Road, Majiwade, Thana (Maharashtra).	Polyethylene insulated and PVC sheathed cables, single core, twin core flat and twin core circular, 250/440 volts grade with aluminium conductors— IS : 1596—1970
45.	CM/L-1892 14-1-1969	16-9-75	15-9-76	Jayalakshmi Fertilizers, Venkataraya- puram, Tanuku, West Godawari Distt. (A.P.)	DDT dusting powders— IS : 564—1961
46.	CM/L-1893 14-1-1969	16-9-75	15-9-76	-do-	Parathion emulsifiable concentrates— IS : 2129—1962
47.	CM/L-1967 6-5-1969	16-9-75	15-9-76	-do-	Malathion emulsifiable concentrates— IS : 2567—1973
48.	CM/L-2014 9-7-1969	1-10-75	30-9-76	Indiclay, Plot No. 2, Udhog Nagar, S.V. Road, Goregaon (West) Bombay.	DDT water dispersible powder concentra- tes— IS : 565—1961
49.	CM/L-2026 28-7-1969	16-8-75	15-8-76	Jairamdas Udyog Pvt. Ltd., 8th Mile, Mysore Road, Kengeri P.O. Ban- galore South (Mysore).	Screwing tops of the following types— (i) hand taps and short machine taps for metric coarse pitch threads— IS : 6175—1971; (ii) machine taps ground metric coarse pitch threads types A & C— IS : 1988—1962; & (iii) machine taps, ground metric fin pitch threads— IS : 1988—1962

(1)	(2)	(3)	(4)	(5)	(6)
50. CM/L-2033 28-7-1969	16-8-75	15-8-76	Addison & Co. Ltd., 158, Mount Road, Madras-2.	Milling cutters of the following types :— (1) Shell end mills— IS : 6257—1971; (2) Parallel shank end mills— IS : 6353—1971; and (3) Side & face cutter— IS : 6308—1971 (4) Cylenderical cutter— IS : 6309—1971 (5) Taper shank end mills— IS : 6354—1971 (6) Taper shanks slot milling cutter— IS : 6388—1971 (7) Keway milling cutter— IS : 6355—1971 (8) Single angle cutter— IS : 6324—1971 (9) Double angle cutter— IS : 6325—1971 (10) Equal angle cutter— IS : 6326—1971 (11) 50 Degree shell and single angle cutter— IS : 6350—1971 (12) Parallel shank slot milling cutter— IS : 6352—1971 (13) Convex cutter— IS : 6323—1971 (14) Concave cutter— IS : 6322—1971 (15) Single corner rounding cutter— IS : 6314—1971	
51. CM/L-2034 28-7-1969	16-8-75	15-8-76	Addison & Co. Ltd., 4 & 8, Smith's Road, Mount Road, Madras-2.	(i) Parallel hand reamers with parallel shanks— IS : 5444—1969; (ii) Chucking reamers with parallel shanks— IS : 5446—1969; (iii) Chucking reamers with morse taper shanks— IS : 5447—1969; (iv) Taper pin hand reamers— IS : 5881—1970; (v) Taper pin machine reamers— IS : 5918—1970; (vi) Machine bridge reamers— IS : 5919—1970; (vii) Shell reamers— IS : 5926—1970; and (viii) Machine jlg reamers— IS : 6091—1971;	
52. CM/L-2053 20-8-1969	1-11-75	30-4-76	Jam nu Rosin & Turpentine Factory, P.O. Miransahib, Jammu Tawi.	Gum spirit of turpentine, Grade 2— IS : 533—1954;	
53. CM/L-2080 30-9-1969	16-10-75	15-10-76	Industrial Mineral & Chemical Co. Pvt. Ltd., Kurla-Marol Road, Chakala Andheri, Bombay-400058.	BHC water dispersible powder concen- trates— IS : 562—1972;	
54. CM/L-2119 23-10-1969	1-9-75	31-8-76	Punjab Steel Rolling Mills, Old Sta- tion, Baroda.	Cold twisted steel bars for concrete rein- forcement— IS : 1786—1966;	
55. CM/L-2127 28-10-1969	16-8-75	15-8-76	Jairamdas Udyog Pvt. Ltd., 8th Mile, Mysore Road, Kangeri P.O., Ban- galore South (Mysore).	(i) Twist drills parallel shanks, stub series— IS : 5100—1969; (ii) Twist drills, parallel shanks, short series or jobber— IS : 5101—1969; (iii) Twist drills, parallel shank, long series— IS : 5102—1969; and (iv) Twist drills, morse taper shanks— IS : 5103—1969;	
56. CM/L-2158 28-11-1969	1-10-75	30-9-76	Jayalakshmi Fertilizers, G.N.T. Road, Madhavaram, Madras-600060.	BHC dusting powders— IS : 561—1972;	
57. CM/L-2170 10-12-1969	1-10-75	30-9-76	Jayalakshmi Fertilizers, 59, G.N.T. Madhavaram, Madras-600060.	DDT dusting powders— IS : 564—1961.	

1	2	3	4	5	6
58.	CM/L-2190 21-12-1969	16-8-75	15-8-76	Addison & Co. Ltd., 4 & 8, Smith's Road, Mount Road, Madras-2.	(i) Twist drills, parallel shank, stub series— IS : 5100—1969; (ii) Twist drills, parallel shank, short series or jobber— IS : 5101—1969; (iii) Twist drills, parallel shank, long series— IS : 5102—1969; and (iv) Twist drills, morse taper shank— IS : 5103—1969;
59.	CM/L-2207 13-1-1970	1-7-75	30-6-76	The Indian Steel Rolling Mills Ltd., Mill Buildings, Nagapatinam, (Tanjore Distt).	Cold twisted steel bars for concrete reinforcement— IS : 1786—1966.
60.	CM/L-2230 3-2-1970	1-10-75	30-9-76	Bharat Pulverising Mills Pvt. Ltd., 1074 Thiruvottiyur High Road, Madras-600019.	DDT emulsifiable concentrates— IS : 633—1956;
61.	CM/L-2231 3-2-1970	1-10-75	30-9-76	-do-	Aldrin dusting powders— IS : 1308—1974;
62.	CM/L-2237 9-2-1970	1-10-75	30-9-76	Bharat Pulverising Mills Pvt. Ltd., 589, Thiruvottiyur High Road, Madras-19.	Aldrin emulsifiable concentrates— IS : 1307—1973;
63.	CM/L-2262 25-2-1970	1-10-75	30-9-76	Top Syringe Mfg. Co., Mira Village, Swami Vivekananda Road, Via Dhisar, Bombay-68(NB).	Hypodermic syringes for general purposes— IS : 3236—1965;
64.	CM/L-2266 27-2-1970	1-10-75	30-9-76	Jayalakshmi Fertilizers, 59, G.N.T. Road, Madhavaram, Madras 600060.	BHC water dispersible powder concentrates— IS : 562—1972;
65.	CM/L-2267 27-2-1970	1-10-75	30-9-76	Jayalakshmi Fertilizers, 59, G.N.T. Road, Madhavaram, Madras 600060.	Endrin emulsifiable concentrates— IS : 1310—1974;
66.	CM/L-2282 18-3-1970	1-10-75	30-9-76	Bharat Pulverising Mills Pvt. Ltd., 1074, Thiruvottiyur High Road, Madras-600019.	Malathion emulsifiable concentrates— IS : 2567—1973;
67.	CM/L-2285 30-3-1977	1-10-75	30-9-76	Asian Cables Corpn. Ltd., Kotak Wadi, Pokhran Road, Majiwade, Thana (Maharashtra).	Thermoplastic insulated weatherproof cables: (i) PVC insulated and PVC sheathed, 250/440 volts and 650/1 100 volts grade with aluminum conductors— IS : 3035 (Part I)—1965. (ii) Polyethylene insulated taped, braided and compounded, 250/440 volts and 650/1 100 volts grade with aluminum conductors— IS : 3035 (Part II)—1965; (iii) Polyethylene insulated and polyethylene sheathed, 250/440 volts and 650/1 100 volts grade with aluminum conductors— IS : 3035 (Part III)—1967;
68.	CM/L-2287 20-3-1970	1-6-75	31-5-76	The Industrial Development Corpn. Of Orissa Ltd., Distt. Sumbalpur (Orissa).	Structural steel (standard quality)— IS : 226—1975;
69.	CM/L-2288 20-3-1970	1-6-75	31-5-76	-do-	Structural steel (ordinary quality)— IS : 1977—1975;
70.	CM/L-2312 27-4-1970	1-11-75	31-10-76	U.K. Paint Industries, G.T. Road, Amritsar.	Putty for metal frames— IS : 419—1967;
71.	CM/L-2315 30-4-1970	1-10-75	30-9-76	Sunray Chemical Industries, Motilal Nehru Marg, Jamuna Kinara, Agra (U.P.).	BHC dusting powder— IS : 561—1972;
72.	CM/L-2325 19-5-1970	1-10-75	30-9-76	Jayalakshmi Fertilizers, (Pesticides Division), 59, G.N.T. Road, Madhavaram, Madras-600060.	Malathion EC— IS : 2567—1973;

1	2	3	4	5	6
73.	CM/L-2401 1-9-1970	1-9-75	31-8-76	Andhra Steel Corpn. Ltd., Malkapuram, Visakhapatnam.	Cold twisted steel bars for concrete reinforcement— IS : 1786—1966;
74.	CM/L-2406 11-9-1970	16-9-75	15-9-76	Jayalakshmi Agro Chemicals, Amara-vathi Road, Gorantla Village Limits P.O., Guntur-2, Guntur Distt. (A.P).	BHC dusting powders— IS : 561—1972;
75.	CM/L-2408 11-9-1970.	1-9-75	31-8-76	Artee Minerals, 15/7, Mathura Road, Faridabad.	Endrin emulsifiable concentrates— IS : 1310—1974;
76.	CM/L-2412 28-9-1970	1-10-75	30-9-76	Sunray Chemical Industries, Motilal Nehru Road, Agra.	BHC water dispersible powder concen-trates— IS : 562—1972;
77.	CM/L-2421 6-10-1970	1-10-75	30-9-76	Multiplex Agro Industries (P) Ltd., Plot No. 184/12 and 184/11, Naroda Industrial Estate, Naroda, Ahmeda-bad-2.	Endrin emulsifiable concentrates— IS : 1310—1974;
78.	CM/L-2569 26-2-1971	16-8-75	15-8-76	Addison & Co. Ltd., 4 & 8, Smith's Road, Mount Road, Madras-2.	Screwing taps of the following types:— (i) hand taps and short machine taps for metric coarse pitch threads— IS : 6175—1971; (ii) machine taps for metric fine pitch threads, Type A— IS : 1988—1962. (iii) machine taps for metric fine pitch threads, Type C— IS : 1988—1962;
79.	CM/L-2581 9-3-1971	16-9-75	15-3-76	Plant Protection Industries, E 6, Indus-trial Estate, Amaravathi Road, Guntur-2.	BHC dusting powders— IS : 561—1972;
80.	CM/L-2595 16-3-1971	1-10-75	30-9-76	Bharat Pulverising Mills Pvt. Ltd., 1074, Thiruvottiyur High Road, Madras—600019.	Chlordane Emulsifiable concentrates— IS : 2682—1966;
81.	CM/L-2658 31-3-1971	1-10-75	30-9-76	Asian Cables Corpn. Ltd., Kotak Wadi, Pokhran Road, Majiwade, Thana (Maharashtra).	(i) Cooper conductors; and (ii) Aluminium conductors— IS : 434 (Part I & II)—1964;
82.	CM/L-2743 19-7-1971	1-9-75	31-8-76	Shalimar Industries Pvt. Ltd., 1, Swar-nanigoi Road, P.O. Botanic Garden, Howrah (W.B).	Shuttles for:— (i) Hessian sacking looms— IS : 1186—1971; (ii) Automatic cap changing jute looms— IS : 2910—1971. (iii) Jute broad looms— IS : 2910—1971.
83.	CM/L-2744 25-8-1971	16-9-75	15-3-76	Tudiyalur Co-operative Agricultural Services Ltd., Tudiyalur P.O., Coim-batore 11.	BHC water dispersible powder concen-trates— IS : 562—1972;
84.	CM/L-2758 7-9-1971	1-10-75	30-9-76	Multiplex Agro Industries (P) Ltd., Plot No. 184/11 & 184/12, Naroda Industrial Estate, Naroda, Ahmeda-bad-2.	Aldrin dusting powders— IS : 1308—1974;
85.	CM/L-2765 13-9-1971	16-9-75	15-9-76	Chemicals & Plastics India Ltd., Raman Nagar, Mettur Dam-3, Salem Distt. (Tamil Nadu).	Rigid non metallic conduits for electri-cal installations— IS : 2509—1973;
86.	CM/L-2818 26-11-1971	1-6-75	31-5-76	The Industrial Development Corpn. of Orissa Ltd., Distt. Sambalpur (Orissa).	Cold twisted steel bars for concrete rein-forcement— IS : 1786—1966;
87.	CM/L-2920 18-2-1972	1-11-75	31-10-76	Beliaghata Timber Works, 28-B, Chau-lpatty Road, Beliaghata, Calcutta-10	Tea-chest plywood panels— IS : 10-1970
88.	CM/L-2970 10-3-1972	1-11-75	31-10-76	Jupiter Glass Works, B-209, Narayana, Industrial Area, Phase-I, New Delhi.	Milch butyrometers, 10% cheese butyro-meters 40%— IS : 1223 (Part I)—1970
89.	CM/L-3039 30-3-1972	16-10-75	15-10-76	Paras Pvt. Ltd., 16, Industrial Area, Banswara (Rajasthan)	Hard-drawn stranded aluminium and steel-cored aluminium conductors for over-head power transmission purposes— IS : 398-1961

1	2	3	4	5	6
90.	CM/L-3092 3-7-1972	16-7-75	15-7-76	The Mysore Iron & Steel Ltd., Bhadravati, Mysore State, (Southern Railway)	Cold twisted steel bars for concrete reinforcement— IS : 1786-1966
91.	CM/L-3129 21-8-1972	16-8-75	15-8-76	Ravi Engineering Works, Chhcharta, Distt. Amritsar.	Structural steel (standard quality)— IS : 226-1961
92.	CM/L-3130 21-8-1972	16-8-75	15-8-76	-do-	Structural steel (ordinary quality)— IS : 1977-1969
93.	CM/L-3136 23-8-1972	1-9-75	31-8-76	Mangharam & Sons, Tumkur Road, Bangalore-22	Biscuits— IS : 1011-1968
94.	CM/L-3164 22-9-1972	1-10-75	15-1-77	The Vidarbha Co-operative Marketing Society Ltd., Amravati Badnera Road, 4th Mile from Amravati, Post Box No. 46, Amravati	BHC dusting powders— IS : 561-1972
95.	CM/L-3183 9-10-1972	16-9-75	15-9-76	Surendra Tubes & Steels Pvt. Ltd., 2nd Pokhran Road, Majiwada Village, Thana (C. Rly.)	Structural steel (standard quality)— IS : 226-1975
96.	CM/L-3184 9-10-1972	16-9-75	15-9-76	-do-	Structural steel (ordinary quality)— IS : 1977-1975
97.	CM/L-3199 20-10-1972	1-11-75	31-10-76	The India Flour Mills Co., C-49/50, Lawrence Road, Rampura, Delhi-35	Besan— IS : 2400-1963
98.	CM/L-3211 3-11-1972	16-9-75	15-9-76	Kavisa Industrial Corpn. (Conductor Division), A-5, Industrial Estate, Varanasi (U.P.)	AAC & ACSR conductors— IS : 398-1961
99.	CM/L-3228 28-11-1972	6-10-75	15-10-76	P.N.M. Company, Perunduria Road, Erode	BHC dusting powders— IS : 561-1972
100.	CM/L-3395 26-4-1973	1-10-75	31-3-76	Paushak Ltd., Alembic Road, Baroda	BHC water dispersible powder concentrates— IS : 562-1972
101.	CM/L-3471 10-7-1973	16-7-75	15-7-76	The Mysore Iron & Steel Ltd., Bhadravati, Mysore State (Southern Railway)	Carbon steel black bars for production of machined parts for general engineering purpose— IS : 2073-1970
102.	CM/L-3474 10-7-1973	16-7-75	15-7-76	-do-	Case hardening steels— IS : 4432-1967
103.	CM/L-3475 10-7-1973	16-7-75	15-7-76	-do-	Steels for hardening and tempering— IS : 5517-1969
104.	CM/L-3491 25-7-1973	1-8-75	15-10-76	Hindustan Wires Ltd., 3-A, Shakespeare Sarani, Calcutta-16	Indented wire prestressed concrete— IS : 6003-1970
105.	CM/L-3508 8.8.1973	16.8.75	15.8.76	Indichem, C-2-A, Type shed NO. 5 & 6, G.I.D.C Industrial Township, Vatva, Ahmedabad	DDT dusting powders— IS : 564-1961
106.	CM/L-3511 8-8-1974	16-8-75	15-8-75	Pesticides India, Depot : 1/122, Motibagh, Jamuna Par, Agra (U.P.)	Repacking of formulations based on stabilized MEMC concentrates— IS : 2358-1963
107.	CM/L-3517 10-8-1973	16-8-75	15-8-76	K.S. Engineering Works, Ghaziabad	Malleable cast iron pipe fittings, elbows, tees, unions, sockets and crosses upto and including 100 mm size— IS : 1879-1961
108.	CM/L-3523 23-8-1973	1-9-75	31-8-76	Imperial Stores & Agency Co., Majherhat Road, Nimta, 24-Parganas	Tea-chest plywood panels— IS : 10-1970
109.	CM/L-3536 6-9-1973	16-9-75	15-3-76	Union Pesticides, Shri Ram Nagar, Vidisha (M.P.)	BHC dusting powders— IS : 561-1972
110.	CM/L-3537 6-9-1973	16-9-75	15-9-76	-do-	Endrin emulsifiable concentrates— IS : 1310-1974
111.	CM/L-3542 17-9-1973	1-11-75	31-10-76	Rajasthan Wire Products, 36, Subershan Pura, Industrial Area, Jaipur	AAC & ACSR conductors— IS : 398-1961
112.	CM/L-3545 19-9-1973	1-10-75	30-9-76	Geo Industries & Insecticides (Ind.) Pvt. Ltd., 82/3-A, Sathankadu Kaladipet, Madras-600019	Endrin emulsifiable concentrates— IS : 1310-1974

1	2	3	4	5	6
113. CM/L-3556 25-9-1973	1-10-75	31-3-76	Bharat Conductors Pvt. Ltd., A-8, Peenya Industrial Estate, Bangalore-22.	AAC & ACSR conductors— IS : 398-1961	
114. CM/L-3572 19-10-1973	1-5-75	30-4-76	Escorts Ltd., 18/4, Mathura Road, Faridabad (Haryana)	Hydraulic shock absorbers— IS : 5423-1969	
115. CM/L-3613 28-11-1973	1-6-75	31-8-76	Andhra Steel Corpn. Ltd., Malhapuram, Visakhapatnam	Carbon steel cast billets ingots for rolling into structural steel (standard quality) IS : 6914-1973	
116. CM/L-3614 28-11-1973	1-6-75	31-8-76	-do-	Carbon steel cast billet ingots for rolling into structural steel (ordinary quality)— IS : 6915-1973	
117. CM/L-3919 8-8-1974	16-8-75	15-8-76	Pratap Steel Rolling Mills Pvt. Ltd., Ballabhagarh (Haryana)	Steel for volute, helical and laminated springs for automotive suspension— IS : 3431-1965	
118. CM/L-3937 2-9-1974	1-9-75	31-8-76	R.C. Gupta & Brothers, New Delhi.	Cold rolled steel strips for springs— IS : 2507-1965	
119. CM/L-3947 9-9-1974	16-9-75	15-9-76	Western Corporation, S-26, Industrial Area, Jullundur.	Football, basket ball and volley ball, all laceless— IS : 417-1974	
120. CM/L-3948 9-9-1974	16-9-75	15-12-76	Rajendra Electrical Industries, Plot No. 14, Shah Industrial Estate, Veera Desai Road, Ambivali, Andheri (West), Bombay-58.	Flameproof enclosures of electrical apparatus— IS : 2148-1968	
121. CM/L-3949 9-9-1974	16-9-75	15-9-76	Mikir Hills Saw & Plywood Factory, 9/1, R.N. Mukherjee Road, 7th Floor, Calcutta-700001	Wooden flush door shutters (solid core type) with plywood face panels— IS : 2202 (Part I) —1973	
122. CM/L-3950 9-9-1974	16-9-75	28-2-77	Central Insecticides & Fertilizers, Saki Vihar Road, Saki Naka, Bombay-72	Dimethoate emulsifiable concentrates— IS : 3903-1975	
123. CM/L-3951 9-9-1974	16-9-75	30-4-76	New Chemi Industries Pvt. Ltd., Ashok Nagar Cross Road No. 1, Kandivlee East, Bombay-400067 (NB)	DDT dusting powders— IS : 564-1961	
124. CM/L-3953 16-9-1974	1-10-75	30-9-76	Hindustan Insulated Cable Co., Patel Marg, Ghaziabad	Thermoplastic insulated weatherproof cables, PVC insulated & PVC sheathed, 250/440 volts and 650/1 100 volts aluminium conductors— IS : 3035 (Part I)—1965	
125. CM/L-3954 18-9-1974	1-10-75	30-9-76	Victory Battens, West Chalakudy, Malla Road, Trichur Distt.	Tea-chest battens— IS : 10 (Part III)—1974	
126. CM/L-3956 17-9-1974	16-9-75	15-9-76	The Tudiyalur Co-operative Agricultural Service Ltd., Mettupalayam Road, Tudiyalur, Coimbatore-641074	DDT emulsifiable concentrates— IS : 633-1956	
127. CM/L-3958 19-9-1974	16-9-75	15-3-76	B.D. Khaitan & Co., Ashriti Road, Mayanagarh, P.S. Maheshtolla, 24-Parganas (W. Bengal)	Endrin emulsifiable concentrates— IS : 1310-1974	
128. CM/L-3961 23-9-1974	1-10-75	30-9-76	Motilal Pesticides (India), Masani Delhi Road, Mathura.	Malathion emulsifiable concentrates— IS : 2567-1973	
129. CM/L-3965 25-9-1974	1-10-75	31-3-76	Pump Mfg. Corporation, 141/144, Industrial Area, Jaipur West, Jaipur	Cast iron & sluice valves, class I, upto 100 mm— IS : 780-1969	
130. CM/L-3966 25-9-1974	1-10-75	30-9-76	Govan Industrial Corpn., 29-R/2, Industrial Area, New Rohtak Road, New Delhi.	PVC insulated unsheathed cable single core with aluminium conductors, 250/440 volts— IS : 694 (Part II)—1964	
131. CM/L-4008 29-10-1974	1-11-75	3-10-76	Karunambikai Mills Ltd., Post Box No. 2, Shomanur P.O. Distt. Coimbatore (T.N.)	Grey cotton yarn— IS : 171-1973	

1	2	3	4	5	6
132.	CM/L-4015 31-10-1974	1-11-75	31-10-76	Canara Steel Ltd., Baikampady, South Kanara Distt. (Karnataka)	Carbon steel cast billet ingots for rolling into structural steel (standard quality)— IS : 6914-1973
133.	CM/L-4016 31-10-1974	1-11-75	31-10-76	-do-	Carbon steel cast billet ingots for rolling into structural steel (ordinary quality)— IS : 6915-1973
134.	CM/L-4038 5-11-1974	1-10-75	30-9-76	Kohinoor Paints Pvt. Ltd., Near Rail- way Station, Chhcharta, Amritsar	(i) Distemper, dry, colour as required— IS : 427-1965 (ii) Distemper, oil emulsion, colour as required— IS : 428-1969
135.	CM/L-4039 5-11-1974	1-10-75	31-3-76	-do-	Black Japan, Type A— IS : 341-1973
136.	CM/L-4040 5-11-1974	1-10-75	30-9-76	-do-	(i) Enamel, synthetic exterior, type 1; (a) undercoating; (b) finishing colour as required; Class : brushing & spraying IS : 2932-1964 (ii) Enamel, exterior, Type 2; (a) undercoa- ting (b) finishing, colour as required— Class : Brushing and spraying— IS : 2933-1964 (iii) Enamel, interior; (a) underocating; (b) finishing, colour as required— IS : 133-1965



[No. CMD/13 : 12]

नई दिल्ली, 29 सितम्बर, 1978

क्र० प्रा० 3052.—भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) दिनांक 1957-11-02 और 1960-08-31 में क्रमशः प्रकाशित सरकारी आणव्य तथा उद्योग मंत्रालय (भारतीय मानक संस्था) अधिसूचना संख्या एस०आर०प्रो० 3475 दिनांक 1957-10-11 और एस०प्रो० 2205 दिनांक 1960-08-31 का अधिग्रहण करते हुए अधिसूचित किया जाता है कि चाय की पेटियों के लिए प्लाईवुड के तख्तों और धातु के फिटिंग के मानक चिह्न में परिवर्तन किया गया है। मानक चिह्न की ये परिवर्तित डिजाइनें तत्सम्बन्धी भारतीय मानकों के शीर्षक और शाब्दिक विवरण सहित नीचे अनुसूची में दी गई हैं।

भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम, 1952 और इसके अधीन बने नियमों और विनियमों के कार्यों के लिए ये मानक चिह्न प्रत्येक के प्रागे दिखाई गई विधियों से लागू होंगे :

अनुसूची

क्रम संख्या	मानक चिह्न की डिजाइन	उत्पाद/उत्पाद की श्रेणी	तत्सम्बन्धी भारतीय मानक की संख्या और शीर्षक	मानक की डिजाइन का शाब्दिक विवरण	लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)	(6)
1.		चाय की पेटियों के लिए प्लाईवुड के तखते।	IS : 10 (भाग 2)—1976 चाय की पेटियों के लिए प्लाईवुड की विशिष्ट भाग 2 तखते (चतुर्थ पुनरीक्षण)।	भारतीय मानक संस्था का मोनोग्राम जिसमें ISI शब्द होते हैं, स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसे डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द "पैनल" और मोनोग्राम के नीचे की ओर भारतीय मानक की पत्र संख्या दी गई है।	1978-08-01
2.		चाय की पेटियों के लिए धातु के फिटिंग।	IS : 10 (भाग 2)—1976 चाय की पेटियों के लिए प्लाईवुड की विशिष्ट भाग 4 धातु के फिटिंग।	भारतीय मानक संस्था का मोनोग्राम जिसमें ISI शब्द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर शब्द "मेटल फिटिंग्स" तथा मोनोग्राम के नीचे की ओर भारतीय मानक की पत्र संख्या दी गई है।	1978-08-31



[म० सी एम की/13:9]

New Delhi, the 29th September 1978

S.O. 3052.—In supersession of the then Ministry of Commerce and Industry (Indian Standards Institution) notifications numbers S.R.O. 3475 dated 1957-10-11 and S.O. 2205 dated 1960-08-31 published in the gazettes of India Part-II, Section-3, Sub-section (ii) dated 1957-11-02 and 1960-08-31 respectively, it is, hereby, notified that the standard marks for tea-chest plywood panel and metal fittings have been revised. The revised designs of the standard marks together with the title of the relevant Indian Standards and verbal descriptions of the designs are given in the following Schedule.

These standard marks for the purposes of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder shall come into force with effect from the dates shown against each :

SCHEDULE


Sl. No.	Design of the Standard Mark	Product/class of product	No. and Title of the Relevant Indian Standard.	Verbal description of the Design of the Standard Mark	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	PANEL 	Tea-chest plywood panels.	IS : 10 (Part II)-1976 Specification for plywood tea-chests : Part II panels. (fourth revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2) ; the words 'PANEL' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.	1978-08-01
2.	METAL FITTINGS IS : 10 	Tea-chest plywood metal fittings.	IS : 10 (Part IV)-1976 Specification for plywood tea-chest : Part IV. Metal fittings.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the words 'METAL FITTINGS' being superscribed on the top side and the number of the Indian Standard being subscribed under the bottom side of the monogram as indicated in the design.	1978-08-31

[No. CMD/13: 9]

का० प्रा० 3053—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) 1955 के नियम 4 के उपविनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि संस्था ने एक मानक चिह्न निष्कीरत किया है जिसकी डिजाइन और शाब्दिक विवरण तथा भारतीय मानक के शीर्षक सहित अनुसूची में दिया गया है ।

भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम 1952 और उसके अधीन बने नियमों के निमित्त यह मानक चिह्न दिनांक 1978-02-16 से लागू होगा ।

अनुसूची


क्रम संख्या	मानक चिह्न की डिजाइन	उत्पाद/उत्पाद की श्रेणी	तत्सम्बन्धी भारतीय मानक की संख्या और शीर्षक	मानक की डिजाइन का शाब्दिक विवरण
1	2	3	4	5
1. IS : 8487 		फॉसालोन पायसनीय तेजव्रत	IS : 8487-1977 फॉसालोन पायसनीय तेजव्रत की विशिष्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (2) में दिखाई गई वही और अनुपात में तैयार किया गया है और जसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संख्या दी गई है ।

[संख्या सीएमसी/13: 9]

S.O. 3053—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution, hereby, notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 1978-02-18.

SCHEDULE


Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1. IS : 8487		Phosalone emulsifiable concentrates.	IS : 8487-1977 Specification for phosalone emulsifiable concentrates.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. CMD/13 : 9]

क्र० प्र० 3054—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन विज्ञान) 1955 के नियम 4 के उपनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि संस्था ने एक मानक चिह्न निर्धारित किया है जिसकी डिजाइन और शाब्दिक विवरण तथा भारतीय मानक के शीर्षक सहित अनुसूची में दिया गया है।

भारतीय मानक संस्था (प्रमाणन विज्ञान) अधिनियम 1952 और उसके अधीन बने नियमों के निमित्त यह मानक चिह्न दिनांक 1978-07-01 से लागू होगा :

अनुसूची


क्रम संख्या	मानक चिह्न की डिजाइन	उत्पाद/उत्पाद की श्रेणी	सम्बन्धी भारतीय मानक की संख्या और शीर्षक	मानक की डिजाइन का शाब्दिक विवरण
1	2	3	4	5
1. IS : 8500		वेल्डन योग्य संरचना इस्पात (मध्यम और उच्चबल किस्म)	IS : 8500-1977 वेल्डन योग्य संरचना इस्पात (मध्यम और उच्चबल किस्म) की विनिर्दिष्ट	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उग मोनोग्राम के ऊपर की ओर भारतीय मानक की पदसंख्या दी गई है।

[संख्या सीएमडी/13 : 9]

S.O. 3054—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution, hereby, notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 1978-07-01.

SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1. IS : 8500		Weldable structural steel (Medium and high strength qualities).	IS : 8500-1977 Specification for weldable structural steel (medium and high strength qualities).	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. CMD/13 : 9]

क्र० आ० 3055.—भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955 के विनियम 7 के उपविनियम (2) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि वेल्डन योग्य संरचना इस्पात की प्रति इकाई गृहर लगाने की फीस अनुसूची में दिए गए व्यौरों के अनुसार निर्धारित की गई है। यह फीस दिनांक 1978-07-01 से लागू होगी:

अनुसूची

क्रम	उत्पाद/उत्पाद की श्रेणी	तत्सम्बन्धी मानक की संख्या और शीर्षक	इकाई	प्रति इकाई गृहर लगाने की फीस
1	2	3	4	5
1.	वेल्डन योग्य संरचना इस्पात (मध्यम और उच्च सामर्थ्य किस्म)	IS : 8500-1977 वेल्डन योग्य संरचना इस्पात (मध्यम और उच्च सामर्थ्य किस्म) की विशिष्टि	एक मीटरी टन	30 पैसे

[संख्या सीएमडी/13: 10]

S.O. 3055.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations 1955, the Indian Standards Institution, hereby, notifies that the marking fee per unit for weldable structural steel details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 1978-07-01.

SCHEDULE

Sl. No.	Product/Class of Product	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit
(1)	(2)	(3)	(4)	(5)
1.	Weldable structural steel (medium and high strength qualities)	IS : 8500-1977 Specification for weldable structural steel (medium and high strength qualities).	One Tonne	30 Paise.

[No. CMD/13: 10]

क्र० आ० 3056.—भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955 के विनियम 7 के उपविनियम (2) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि फॉसालोन पायसनीय तेज द्रव की प्रति इकाई गृहर लगाने की फीस अनुसूची में दिए गए व्यौरों के अनुसार निर्धारित की गई है। यह फीस दिनांक 1978-02-16 से लागू होगी:

अनुसूची

क्रम	उत्पाद/उत्पाद की श्रेणी	तत्सम्बन्धी मानक की संख्या और शीर्षक	इकाई	प्रति इकाई गृहर लगाने की फीस
1	2	3	4	5
1.	फॉसालोन पायसनीय तेज द्रव	IS : 8487-1977 फॉसालोन पायसनीय तेज द्रव की विशिष्टि	100 लिटर	(1) पहली 300 इकाइयों के लिए रु० 10.00 प्रति इकाई; (2) 301 वीं से 1000 इकाइयों के लिए रु० 5.00 प्रति इकाई; और (3) 1001 वीं और इससे ऊपर की इकाइयों के लिए रु० 2.00 प्रति इकाई।

[संख्या सीएमडी/13: 10]

S.O. 3056.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution, hereby, notifies that the marking fee per unit for Phosalone EC, details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 1978-02-16;

SCHEDULE

Sl. No.	Product/Class of product	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit
(1)	(2)	(3)	(4)	(5)
1.	Phosalone emulsifiable concentrates.	IS : 8487-1977 Specification for phosalone emulsifiable concentrates.	100 Litres	(i) Rs. 10.00 per unit for the first 300 units; (ii) Rs. 5.00 per unit for the 301st to 1000 units; and (iii) Rs. 2.00 per unit for the 1001st unit and above.

[No. CMD/13: 10]

का० प्र० 3057.—भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955 के विनियम 7 के उपविनियम (2) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि विभिन्न उत्पादों की प्रति इकाई मुहर लगाने की फीस अनुसूची में दिए गए व्यतीरे के अनुसार निर्धारित की गई है। यह फीस प्रत्येक के आगे दी गई तिथियों से लागू होगी:

अनुसूची					
क्रम संख्या	उत्पाद/उत्पाद की श्रेणी	तत्सम्बन्धी मान की संख्या और शीर्षक	इकाई	प्रति इकाई मुहर लगाने की फीस	लागू होने की तिथि
1	2	3	4	5	6
1.	बिजली के कार्यों के लिए चिपकने वाले रोधक रोधक टेप	IS : 2448 (भाग 2)—1968 बिजली कार्यों के लिए चिपकने वाले रोधक टेप का निर्दिष्ट भाग 2 पर खोला पर बने टेप	100 रोल	20 पैसे	1977-11-16
2.	कपड़ा कार्यों में प्रयुक्त मोटर	IS : 2972 (भाग 1)—1961 कपड़ा कार्यों में प्रयुक्त मोटर को निर्दिष्ट भाग 1 कपड़ा मोटर	एक किलोवाट	1. पहली 20000 इकाइयों के लिए 25 पैसे प्रति इकाई; 2. 20001 से 60000 तक इकाइयों के लिए 15 पैसे प्रति इकाई; और 3. 60001 से 100000 इकाइयों तक 10 पैसे प्रति इकाई; और 4. 100001वीं और उससे ऊपर की इकाइयों के लिए 5 पैसे प्रति इकाई।	1978-03-01
3.	स्विच माकेट आउटलेट (अन्त-तलिक गुमा के अन्तर्गत)	IS : 4615-1968 स्विच के माकेट आउटलेट (अन्त-तलिक गुमा के अन्तर्गत) की निर्दिष्ट	100 प्रदर	₹ 1.00	1978-04-18
4.	माकेन्द्रीय पंख	IS : 1891-1968 अणुकेन्द्रीय पंखों की निर्दिष्ट	एक पंखा	1. पहली 1000 इकाइयों के लिए 2.00 रुपये प्रति इकाई; और 2. 1001 वीं और उससे ऊपर की इकाइयों के लिए 1.00 रुपये प्रति इकाई।	1977-11-01

[संख्या सी० एम डी/13: 10]

S.O.3057.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution, hereby notifies that the marking fee(s) per unit for various products details of which are given in the Schedule hereto annexed, have been determined and the fee (s) shall come into force with effect from the dates shown against each :

SCHEDULE



Sl. No.	Product/Class of Product	No. and Title of Relevant Indian Standard	Unit	Marking fee per Unit	Date of effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	Adhesive insulating tapes with PVC substrates for electrical purposes.	IS : 2448 (Part II)-1968 Specification for adhesive insulating tapes for electrical purposes: Part II Tapes with PVC substrates.	100 Rolls	20 Paise	1977-11-16
2.	Textile loom motors	IS : 2972 (Part I)-1964 Specification for textile motors : Part I Loom motors.	One KW	(i) 25 Paise per unit for the first 20000 units; (ii) 15 Paise per unit for the 20001st to 60000 units; (iii) 10 Paise per unit for the 60001st to 100000 units and (iv) 5 Paise per unit for the 100001st unit and above.	1978-03-1
3.	Switch socket-outlets (non-interlocking type)	IS : 4615-1968 Specification for switch socket-outlets (non-interlocking type).	100 Pieces	Rs. 1.00	1978-04-16
4.	Centrifugal fans.	IS : 4894-1968 Specification for centrifugal fans.	One Fan	(i) Rs. 2.00 per unit for the first 1000 units and (ii) Rs. 1.00 per unit for the 1001st unit and above.	1977-11-01



[No. CMD/13: 10]

का० आ० 3058.—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) 1955 के नियम 4 के उपबिधिस (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि संस्था ने कुछ मानक चिह्न निर्धारित किए हैं जिनकी डिजाइन और शाब्दिक विवरण तथा भारतीय मानक के जोरबंद सहित अनुसूची में दिए गये हैं ।

भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम 1952 और उसके अधीन बने नियमों के निमित्त ये मानक चिह्न प्रत्येक के आगे दी गई तिथियों से लागू होंगे :

अनुसूची

क्रम संख्या	मानक चिह्न की डिजाइन	उत्पाद/उत्पाद की श्रेणी	तत्सम्बन्धी भारतीय मानक की संख्या और इकाई	मानक की डिजाइन का शाब्दिक विवरण	लागू होने की तिथि
1	2	3	4	5	6
1		बिजली के कार्यों के लिए बिपकने वाले पी वी सी, पर बने रोधक टेप	IS : 2448 (भाग 2)-1968	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संख्या दी गई है ।	1977-11-16
2		कपड़ा करघों में प्रयुक्त मोटर	IS : 2972 (भाग 1)-1964	भारतीय मानक संस्था का मोनोग्राम जिसमें 'ISI' शब्द होते हैं, स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की पद संख्या दी गई है ।	1978-03-01

1	2	3	4	5	6
3		स्विच सॉकेट आउटलेट (अन्त-तलिकनुमा के अतिरिक्त)	IS : 4615-1968 स्विच के सॉकेट आउटलेट (अन्त-तलिकनुमा के अतिरिक्त) की विशिष्टि	"	1978-04-16
4		घपकेन्द्रीय पंखे	IS : 4894-1968 घपकेन्द्रीय पंखों की विशिष्टि	"	1977-11-01





[संख्या सी एम डी/13: 9]

वाई० एस० वेण्कटेश्वरन, अपर महानिदेशक

S.O. 3058.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution hereby, notifies that the Standard Mark(s), design(s) of which together with the verbal description of the design(s) and the title(s) of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from the dates shown against each :

SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark	Date of effect
(1)	(2)	(3)	(4)	(5)	(6)
1		Adhesive insulating tapes with PVC substrates for electrical purposes.	IS : 2448 (Part II)-1968 Specification for adhesive insulating tapes for electrical purposes : Part II Tapes with PVC substrates.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	1977-11-16
2		Textile loom motors:	IS : 2972 (Part I)-1964 Specification for textile motors: Part I Loom Motors.	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.	1978-03-01
3		Switch socket-outlets (non-interlocking type).	IS : 4615-1968 Specification for switch socket-outlets (non-interlocking type).	-do-	1978-04-16
4		Centrifugal fans.	IS : 4894-1968 Specification for centrifugal fans.	-do-	1977-11-01

[No. CMD/13: 9]

Y.S. VENKATESWARAN, Additional Director General

पेट्रोलियम, रसायन और उर्वरक मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 18 सितम्बर, 1978

का. आ. 3059.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में सलाया पोर्ट से उत्तर प्रदेश में मथुरा तक पेट्रोलियम के परिवहन के लिए पाइपलाइन इण्डियन आयल कार्पोरेशन द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वाक्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप राक्षम प्राधिकारी, इण्डियन आयल कार्पोरेशन लिमिटेड, सलाया-मथुरा पाइपलाइन प्रोजेक्ट, मोरवी हाऊस, जामनगर रोड, राजकोट को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिशः हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

तालुका : वीरम गाँव	जिला : भद्रमदाबाद	गुजरात : राज्य
ग्राम	खमरा नं०	एक० ए० सीमा वर्गमीटर
सोकली	161	0 03 09

[नं० 12020/4/78-प्रोड० I]

MINISTRY OF PETROLEUM, CHEMICAL AND
FERTILISERS
(Department of Petroleum)

New Delhi, the 18th September, 1978

S.O. 3059.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Salaya Port in Gujarat to Mathura in Uttar Pradesh Pipelines should be laid by the Indian Oil Corporation Limited.

And whereas it appears that for the Purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declare its intention to acquire the right of user therein;

Provided that any person interested in the said land may within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Indian Oil Corporation Limited, Salaya-Koyali/Mathura Pipeline Project, "Morvi House" Jamnagar road, Rajkot.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Taluka : Virangam	District : Ahmedabad	Gujarat	State	
Village	Survey No.	Extent		
		H.	A.	Sq. M.
Sokali	161	0	03	09

[No.12020/4/78-Prod.I]

का. आ. 3060.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में सलाया पोर्ट से उत्तर प्रदेश में मथुरा तक पेट्रोलियम के परिवहन के लिए पाइपलाइन इण्डियन आयल कार्पोरेशन द्वारा बिछाई जारी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वाक्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद् द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप राक्षम प्राधिकारी, इण्डियन आयल कार्पोरेशन लिमिटेड, सलाया-मथुरा पाइपलाइन प्रोजेक्ट, मोरवी हाऊस, जामनगर रोड, राजकोट को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिशः हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

तालुका : डुमकोई	जिला : भद्रमदाबाद	गुजरात : राज्य
ग्राम	खमरा नं०	एक० ए० सीमा वर्गमीटर
बरेजा	1863 1861/3	0 18 21

[नं० 12020/4/78-प्रोड० II]

S.O. 3060.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Salaya Port in Gujarat to Mathura in Uttar Pradesh Pipelines should be laid by the Indian Oil Corporation Limited.

And whereas it appears that for the Purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declare its intention to acquire the right of user therein;

Provided that any person interested in the said land may within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, Indian Oil Corporation Limited, Salaya-Koyali-Mathura Pipeline Project, "Morvi House" Jamnagar Road Raikot.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Taluka : Daskroi	District : Ahmedabad	Gujarat : State
Village	Survey No.	Extent
		H. A. Sq. M.
Baraja	1863 & 1861/3	0 18 21

[No. 12020/4/78-Prod.II]

का. आ. 3061.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में सलाया पोर्ट से उत्तर प्रदेश में मथुरा तक पेट्रोलियम के परिवहन के लिए पाइप लाइन इण्डियन आयल कारपोरेशन द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्त कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप समक्ष अधिकारी, इण्डियन आयल कारपोरेशन लिमिटेड, सलाया-मथुरा पाइप लाइन प्रोजेक्ट, बी-18, शिवमार्ग, बनीपार्क, जयपुर-6 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट : यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिशः हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

तहसील : खारवी	जिला : पाली	राज्य : राजस्थान
ग्राम	खसरा नं०	क्षेत्रफल
		हेक्टर ऐयर वर्गमीटर
देवली	1176	0 17 70

[सं० 12020/4/78-प्रोड० III]

S.O. 3061.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Salaya Port in Gujarat to Mathura in Uttar Pradesh Pipelines should be laid by the Indian Oil Corporation Limited.

And whereas it appears that for the Purpose of laying such pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declare its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Indian Oil Corporation Limited, Salaya-Koyali-Mathura Pipeline Project, B-18, Shiv Marg, Bani Park Jaipur-6.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Tehsil : Kharchi	District : Pali	State : Rajasthan
Village	Khasra No.	Area
		H. A. Sq. M.
Deoli	1176	0 17 70

[No. 12020/4/78-Prod.III]

का. आ. 3062.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में सलाया पोर्ट से उत्तर प्रदेश में मथुरा तक पेट्रोलियम के परिवहन के लिए पाइप लाइन इण्डियन आयल कारपोरेशन द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्त कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप समक्ष अधिकारी, इण्डियन आयल कारपोरेशन लिमिटेड, सलाया-मथुरा पाइप लाइन प्रोजेक्ट, बी-18, शिव मार्ग, बनी पार्क, जयपुर-6 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट : यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिशः हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

SCHEDULE

तहसील : आबू रोड	जिला : सिरोंही	राज्य : राजस्थान			
ग्राम	खसरा नं०	क्षेत्रफल			
		हेक्टर	ऐयर	वर्गमीटर	
घोर	284	0	01	26	
	224	0	02	3	
	214	0	12	65	
	215	0	15	18	
	210	0	03	80	
	216	0	02	53	
	197	0	24	03	
	196	0	15	18	
	195	0	06	33	
	194	0	05	06	
	193	0	02	53	
	191	0	07	59	
	187	0	01	26	
	186	0	13	91	
	26	0	07	59	
	28	0	02	53	
मोरबला	56	0	24	03	
	51	0	11	38	
	46	0	03	80	
	45	0	05	06	

[सं० 12020/4/78-प्रोड० VI]

S.O. 3062.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Salaya Port in Gujarat to Mathura in Uttar Pradesh Pipelines should be laid by the Indian Oil Corporation Limited,

And whereas it appears that for the Purpose of laying such pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declare its intention to acquire the right of user therein ;

Provided that any person interested in the land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Indian Oil Corporation Limited, Salaya-Koyali-Mathura Pipeline Project, B-18, Shiv Marg, Bani Park Jaipur-6.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

Tehsil : Abu Road	District : Sirohi	State : Rajasthan			
Village	Khasra No.	Area			
		H.	A.	Sq. M.	
Or	284	0	01	26	
	224	0	02	53	
	214	0	12	65	
	215	0	15	18	
	210	0	03	80	
	216	0	02	53	
	197	0	24	03	
	196	0	15	18	
	195	0	06	35	
	194	0	05	06	
	193	0	02	53	
	191	0	07	59	
	187	0	01	26	
	186	0	13	91	
	26	0	07	59	
	28	0	02	53	
Morthala	56	0	24	03	
	51	0	11	38	
	46	0	03	80	
	45	0	05	06	

[No.12020/4/78-Prod.IV]

का. आ. 3063.—यसः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में सलाया पोर्ट से उत्तर प्रदेश में मथुरा तक पेट्रोलियम के परिवहन के लिए पाइप लाइन इण्डियन आयल कारपोरेशन द्वारा बिछाई जानी चाहिए।

और यसः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप समक्ष अधिकारी, इण्डियन आयल कारपोरेशन लिमिटेड, सलाया-मथुरा पाइप लाइन प्रोजेक्ट, बी-18, शिव मार्ग, बनी पार्क, जयपुर-6 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनीर्दिष्ट यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिशः हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची				
सहस्रील : आबू रोड	जिला : सिरौही	राज्य : राजस्थान		
ग्राम	खसरा नं०	क्षेत्रफल		
		हैक्टर	एयर	बर्गमीटर
किवरली	833	0	02	53

[सं० 12020/4/78-प्रोड० V]

S.O. 3063.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Salaya Port in Gujarat to Mathura in Uttar Pradesh Pipelines should be laid by the Indian Oil Corporation Limited.

And whereas it appears that for the Purpose of laying such pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declare its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Indian Oil Corporation Limited, Salaya-Koyali-Mathura Pipeline Project, B-18, Shiv Marg, Bani Park Jaipur-6.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Tehsil : Abu Road	District : Sirohi	State : Rajasthan		
Village	Khasra No.	Area		
		H.	A.	Sq. M.
Kiwarli	833	0	02	53

[No.12020/4/78-Prod.V]

नई दिल्ली, 8 अक्टूबर, 1978

का० प्रा० 3064.—भारत सरकार की अधिसूचना के द्वारा जैसा कि यहां संलग्न अनुसूची में प्रदर्शित किया गया है और पेट्रोलियम और खनिज पार्श्व लाइन (प्रयोगकर्ता के भूमि अधिग्रहण अधिकार) अधिनियम, 1962 के खण्ड 6 के उपखण्ड (1) के अंतर्गत प्रकाशित किया गया गुजरात राज्य के मेहसाना तेल क्षेत्र में उक्त परिशिष्ट भूमि में बेधान स्थल सं० एन० के० ए० टी० से एन० के० ए० प्रो० तक पेट्रोलियम के लिए भूमि उपयोग के अधिकार प्राप्त किए गए हैं।

तेल एवं प्राकृतिक गैस आयोग ने उपयुक्त नियम के खण्ड 7 के उपखण्ड (1) की धारा (1) में निविष्ट कार्य दिनांक 28-5-77 से समाप्त कर दिया गया है।

अतः अब पेट्रोलियम पार्श्व लाइन के नियम (प्रयोगकर्ता के भूमि अधिग्रहण अधिकार) नियम, 1963 के अंतर्गत सक्षम प्राधिकारी एतद्द्वारा उक्त तिथि को कार्य समाप्ति की तिथि अधिसूचित करते हैं।

अनुसूची

एन० के० ए० टी० से एन० के० ए० प्रो० तक पार्श्व लाइनकार्य की समाप्ति

मंत्रालय का नाम	गांव	का० प्रा० सं०	भारत के राजपत्र में प्रकाशन की तिथि	कार्य समाप्ति की तिथि
पेट्रोलियम, रसायन और उर्वरक	सुजपुरा बाल सासन	2077	15-7-78	28-5-77

[सं० 12016/5/78-प्रोड०]

एस० एम० नवीम, अधीक्षक सचिव

New Delhi, the 6th October, 1978

S.O. 3064.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the petroleum & Minerals Pipelines (Acquisition of Right of user in land) Act, 1962 the right of user has been acquired in the lands specified in the schedule appended thereto for the transport of petroleum from d.s. NKAT to NKAO in Mehsana oil field in Gujarat State.

And whereas the Oil & Natural Gas Commission has terminated the operations referred to in clause (i) of sub-section (1) of section 7 of the said Act on 28-5-77.

Now therefore under Rule 4 of the Petroleum Pipelines (Acquisition of right of user in land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of operation to above.

SCHEDULE

Termination of Operation of Pipeline from D.S. NKAT to NKAO

Name of Ministry	Villages	S.O.No.	Date of publication in the Gazette of India.	Date of termination of operation
Petroleum, Chemicals & Fertilizer	Sujpura Balsasan	2077	15-7-78	28-5-77

[No. 12016/5/78-Prod.]

S. M. Y. NADEEM Under Secy.

कृषि और सिंचाई मंत्रालय

(कृषि विभाग)

नई दिल्ली, 28 सितम्बर, 1978

का० प्रा० 3065.—यशु कुरसा निवारण अधिनियम, 1960 की धारा 5 की उपधारा (1) (ई) के उपबंधों के अंतर्गत केन्द्रीय सरकार एतद् द्वारा निम्नलिखित व्यक्तियों को एक वर्ष की अवधि के लिए पशु कल्याण बोर्ड का सदस्य मनोनीत करती है।

क्रम सं०	सदस्य	दिनांक	श्रेणी
1.	डा० जोगिन्दर सिंह स्वास्थ्य अधिकारी, नगर निगम, अमृतसर	तत्काल	धारा 5 (1) (ई) नगर निगम का नामित व्यक्ति

[सं० 14-4-78/एल०डी-1]

आर० एस० सूब, अधीक्षक सचिव

MINISTRY OF AGRICULTURE & IRRIGATION

(Department of Agriculture)

New Delhi, the 28th September, 1978

S.O. 3065.—Under provisions of Sub-section (i) (e) of Section 5 of the Prevention of Cruelty to Animals Act, 1960 the Central Government hereby nominate the following persons to be members of the Animal Welfare Board for a period of one year.

S. No.	Member	Date	Category
1.	Dr. Joginder Singh, Medical Officer of Health Municipal Corporation of Amritsar.	Immediate effect.	Section 5(i)(e) nominee of Municipal Corporation.

[No. 14-4/78-LD.I]

R.S. SOOD, Under Secy.

(कृषि अनुसंधान तथा शिक्षा विभाग)

नई दिल्ली, 6 अक्टूबर, 1978

का. आ. 3066.—मूल नियमों के नियम 45 के अनुसूचण में राष्ट्रपति, भारतीय कृषि अनुसंधान संस्थान (निवास स्थानों का आर्बटन) नियम 1977 में, जो कि भारत सरकार की अधिसूचना के साथ कृषि अनुसंधान तथा शिक्षा विभाग में का. आ. 2125 दिनांक 20 मई, 1977 को प्रकाशित हुए थे और जो कि अनुसूचक नियमों के भाग के रूप में भारत सरकार के अधीन भूतपूर्व विस्त विभाग के पत्र सं. 104 सी.एस.आर. दिनांक 4 फरवरी, 1922 के साथ जारी किये गये थे, और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात् :—

1. (1) उन नियमों का नाम भारतीय कृषि अनुसंधान संस्थान (निवास स्थानों का आर्बटन) संशोधन नियम 1978 है।

(2) ये राजपत्र में अपने प्रकाशन की तिथि से प्रवृत्त होंगे।

2. भारतीय कृषि अनुसंधान संस्थान (निवास स्थानों का आर्बटन) नियम 1977 में, अनुसूची-2 में, "भारतीय कृषि अनुसंधान संस्थान में निवास-स्थानों का आरक्षण" शीर्षक तालिका में, कालम 1 में मद संख्या 4 में शब्द और अंक "बी-13" के स्थान पर शब्द और अंक "बी-14" होगा।

[सं. एक 3-1/89-ई.ई. 4]

एम. आर. जिवल, अवर सीचव

MINISTRY OF AGRICULTURE & IRRIGATION

(Department of Agriculture Research & Education)

New Delhi, the 6th October, 1978

S.O. 3066.—In pursuance of rule 45 of the Fundamental Rules, the President hereby makes the following rules further to amend the Indian Agricultural Research Institute (Allotment of Residences) Rules, 1977, published with the notification of the Government of India in the Department of Agricultural Research and Education No. S. O. 2125, dated the 20th May, 1977, and forming part of the Supplementary

Rules, issued under the Government of India, late Finance Department, letter No. 104-GSR dated the 4th February, 1922, namely :—

(1) These rules may be called the Indian Agricultural Research Institute (Allotment of Residences) Amendment Rules, 1978.

(2) They shall come force on the date of their publication in the Official Gazette.

2. In the Indian Agricultural Research Institute (Allotment of Residences) Rules, 1977, in Schedule II in the table under the heading "Reservation of Residences at Indian Agricultural Research Institute", against item number 4, in column 1, for the letter and figures "B-13", the letter and figures "B-14" shall be substituted.

[No. F. 3-1/69-E.E. IV]

M. R. JINDAL, Under Secy.

नौवहन और परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली, 13 अक्टूबर, 1978

का. आ. 3067.—केन्द्रीय सरकार, डाक कर्मकार (सलाहकार समिति) नियम, 1962 के नियम 6 के उपनियम (1) के द्वितीय परन्तुक के साथ पठित डाक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 5 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री एस. सी. सेठ, जिन्होंने त्यागपत्र दिया था, के स्थान पर श्री एम. डी. कूपर को डाक कर्मकार सलाहकार समिति के सदस्य के रूप में नियुक्त करती है और भारत सरकार के नौवहन और परिवहन मंत्रालय (परिवहन पक्ष) की अधिसूचना सं. का. आ. 2626, तारीख 6 अगस्त, 1977 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, "डाक कर्मकारों के नियोजकों और नौवहन कंपनियों का प्रातिनिधित्व करने वाले सदस्य" शीर्षक के अन्तर्गत, मद 1 में, "श्री एस. सी. सेठ" शब्दों और अक्षरों के स्थान पर "श्री एम. डी. कूपर" शब्द और अक्षर रखे जाएंगे।

[सं. एक 3-1/88-डी-4]

वी. शंकरालिंगम, अवर सीचव

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

New Delhi, the 13th October, 1978

S.O. 3067.—In exercise of the powers conferred by sub-section (2) of section 5 of the Dock Workers (Regulation of Employment) Act, 1948, (9 of 1948), read with the second proviso to sub-rule (1) of rule 6 of the Dock Workers (Advisory Committee) Rules, 1962, the Central Government hereby appoints Shri M. D. Cooper as a member of the Dock Workers Advisory Committee vice Shri S. C. Sheth who resigned and makes the following amendment in the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S. O. 2626 dated the 6th August, 1977, namely :—

In the said notification, under the heading "Members representing the employers of dock workers and shipping companies", in item 1, for the words and letters "Shri S. C. Sheth" the words and letters "Shri M. D. Cooper" shall be substituted.

[No. LDO/88/77-D. IV]

V. SANKARALINGAM, Under Secy.

श्रम मंत्रालय

आदेश

नई दिल्ली, 31 अगस्त, 1978

का०मा० 3068.—मद्रास पोर्ट ट्रस्ट, मद्रास से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच औद्योगिक विवाद 1975 का औद्योगिक विवाद सं० 3) में औद्योगिक अधिकरण मद्रास द्वारा 29 मई, 1975 को दिया गया पंचाद भारत के राजपत्र, भाग 2, खण्ड-3, उपखण्ड (ii) में श्रम मंत्रालय की अधिसूचना सं० का०मा० 2148 तारीख 5 जुलाई, 1975 के साथ प्रकाशित हुआ था ;

और कर्मचारों द्वारा उच्च न्यायालय, मद्रास में दाखिल की गई 1976 की रिट याचिका सं० 1609 पर, उक्त उच्च न्यायालय ने 17 मार्च, 1978 के अपने आदेश द्वारा रिट याचिका को मंजूर करते हुए न्यायनिर्णयन के लिए निर्देशित विषयों पर नए सिरे से विचार करने के लिए उक्त मामले को अधिकरण को विप्रेषित कर दिया ;

और उक्त औद्योगिक अधिकरण के तत्कालीन पीठासीन अधिकारी, श्री टी० कपालानी सेवा निवृत्त हो गए हैं और उनकी सेवाएं अब उपलब्ध नहीं हैं ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 का (1947 का 14) की धारा 7क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, उच्च न्यायालय के उपर्युक्त आदेश के अनुसार न्याय-निर्णयन के लिए निर्देशित विषयों पर नए सिरे से विचार करने हेतु एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री० के० सेलवारतनम होंगे, जिनका मुख्यालय मद्रास में होगा।

[सं० एल-33011(3)/78-डी०(ए)]

MINISTRY OF LABOUR

ORDER

New Delhi, the 31st August, 1978

S.O. 3068.—Whereas the Award of the Industrial Tribunal, Madras dated the 29th May, 1975 in the industrial dispute between the employers in relation to the Madras Port Trust, Madras and their workmen (Industrial Dispute No. 3 of 1975) was published in the Gazette of India, Part II, Section 3, Sub-Section (ii) with the notification of the Ministry of Labour No. S.O. 2148 dated the 5th July, 1975 ;

And whereas on a writ petition No. 1609 of 1976 filed by the workmen in the High Court of Judicature at Madras, the said High Court by its order made on the 17th March, 1978 allowed the writ petition and remitted the matter to the Tribunal for fresh consideration on the issues referred for adjudication ;

And whereas Shri T. Palaniappan, the then Presiding Officer of the said Industrial Tribunal has retired and his services are no longer available ;

Now, therefore, in exercise of the powers conferred by section 7A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constituted an Industrial Tribunal of which Shri K. Selvaratnam shall be Presiding Officer with headquarters at Madras for fresh consideration on the issues referred for adjudication in accordance with the order of the High Court referred to above.

[No. L-33011(3)/78-D.IV(A)]

New Delhi, the 9th October, 1978

S.O. 3069.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the emp-

loyers in relation to the management of Calcutta Port Trust, Calcutta and their workmen which was received by the Central Government on the 5th October, 1978.

[No. 32012(11)76D.IV(A)]

NAND LAL, Desk Officer.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

Reference No 38 of 1976

PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta,

and

Their workmen.

PRESENT :

Sri Justice S. K. Mukherjee—Presiding Officer.

APPEARANCES :

On behalf of Employers—Shri D. K. Mukherjee, Labour Officer.

On behalf of Workmen—Shri D. L. Sen Gupta, Executive Committee Member of the Union, with Shri R. K. Chandra, Asstt. General Secretary & Shri Paresh Bose, Asstt. Secretary of the Union.

State : West Bengal.

Industry : Port

AWARD

This is a reference under Section 10 of the Industrial Disputes Act, 1947, referred to this Tribunal for adjudication by the Government of India, Ministry of Labour, vide Order No. L-32012(ii)/76-D.IV(A) dated 24th December, 1976. The reference reads :

"Whether the management in relation to the Calcutta Port Trust, Calcutta are justified in refusing the payment of difference of wages and allowances for the period of suspension from the 4th January, 1972 to 6th December, 1974 to Shri Hare Krishna Ghosh, Amin Mistri and from 5th January, 1972 to 6th December, 1974 to Shri Paritosh Bhowmik, Chairman? If not, to what relief are the concerned workmen entitled?"

2. Shri Hare Krishna Ghosh and Sri Paritosh Bhowmik are employees of the Calcutta Port Trust in the Wing of Haldia Dock Project. They were employed to look after and check up the loading of bricks from different stacks into the boats. During the period from 1st September, 1970 to 5th November, 1971 it was alleged that they failed and neglected to submit correct report as to loading and misreported part loading of some stacks as full loading. Shri Hare Krishna Ghosh was placed under suspension pending enquiry with effect from 4th January, 1972 and Sri Paritosh Bhowmik was placed under suspension pending enquiry with effect from 5th January, 1972 under two orders both dated 30th December, 1971.

3. Thereafter chargesheets were served upon the concerned workmen. They submitted their statements of defence on 11th July, 1972. The Additional Chief Engineer, Haldia Dock Project appointed Sri S. K. Banerjee, a Senior Executive Engineer Haldia Dock Project as Enquiry Officer to enquire into the charges against the said workmen. Sri Banerjee submitted his report on 30th July, 1974. The findings of the Enquiry Officer were as follows :

"FINDINGS :

The defendants Sri Hare Krishna Ghosh and Sri Paritosh Bhowmik were posted at the brickfield site for physical verification of loading of bricks into country boats, tallying at site for loading challans and reporting the same to Supervisor for entry in the Log Book. Some daily-rated staff were also used to be engaged in this part of work.

After preparation of the reconciliation statement at the completion of the work, the discrepancies mentioned in the chargesheets (with amendments) were first found out. During operation actually these were not detected. The Engineers and Supervising Staff,

however, allowed had written challans which were later transferred to the printed once by the Supervising Staff after checking. The defendants did not write any challans. The challans were also checked by the Assistant Engineer and Junior Executive Engineer—particularly those involved in the case. No signature or L.T.I. of the accused were found on the challans. The charges against the accused were that they failed and neglected to submit correct report and also misreported part loading. The activities of defendants were restricted to the brickfield and loading of the bricks into the country boats. They were not concerned with happenings on the dumping side or on transit.

It has been admitted by the Engineers and staff that there were numbers of defects in the system of checking the brick stalks like making the stacks after the removal of a part of it and recording the measurements in loose hand written forms by the different parties. These were later felt by the Engineers and improvements were made upon.

Conclusion and Recommendation :

In view of the doubts and in absence of any positive proof, defendants cannot be held fully responsible for this incorrect report and it is recommended the benefit of doubt be extended to them."

4. It is quite clear from the findings that the charges brought against the workmen were not proved at the enquiry. Although in his conclusion the Enquiry Officer stated that the workmen could not be held fully responsible for the incorrect report, a perusal of his findings reveals that the incorrect report might have been occasioned by circumstances over which they had no control. It was on that basis that the Enquiry Officer was of the opinion that they were entitled to the benefit of doubt.

5. After a lapse of nearly five months the Additional Chief Engineer, Haldia Dock Project by a memorandum dated 6th December 1974 advised the concerned workmen "to report to duty to the Deputy Chief Engineer (River Training) immediately." Thereupon the concerned workmen reported to duty.

6. It is common case that the concerned workmen were paid subsistence allowance during the entire period of their suspension, in accordance with Fundamental Rule No. 53, the Fundamental Rules having been adopted in the case of Port Employees in that regard. In the written statement filed on behalf of the Port Trust it is stated that they were paid subsistence allowance equal to the leave salary on half average pay for the first six months which was increased by 50 percent thereafter. The case of the concerned workmen is that having been exonerated from the charges brought against them, their periods of suspension should have been treated as periods spent on duty and therefore the difference of wages and allowances for the periods of suspension from 4th January 1972 to 6th December, 1974 and 5th January 1972 to 6th December, 1974 is payable to them.

7. It is not necessary for me to decide whether in the light of the enquiry report the suspension of the concerned workmen can be said to have been wholly unjustified or not. It is not in dispute that Fundamental Rule 54B is applicable

in the facts and circumstances of this case. Rule 54B(1) as it stood at the relevant time and as it still stands, provides as follows :

"When a Government servant who has been suspended is re-instated or would have been so re-instated but for his retirement on superannuation while under suspension, the authority competent to order re-instatement shall consider and make a specific order—

(a) regarding the pay and allowances to be paid to the Government servant for the period of suspension ending with reinstatement or the date of his retirement on superannuation, as the case may be ; and

(b) whether or not the said period shall be treated as a period spent on duty."

Opportunities were given to the Port Trust to produce any order made by the Chairman or any person competent to order reinstatement regarding pay and allowances to be paid to the concerned workmen for the period of suspension and whether the period of suspension in their case should be treated as a period spent on duty. No such order could be produced. It is therefore to be presumed that there is none in existence.

8. In this case, we are not concerned with Rule 54B(2) Rule 54B(3) provides that where the competent authority to order reinstatement is of the opinion that the suspension was wholly unjustified the Government servant shall subject to the provisions of Sub-rule (8) be paid the full pay and allowances to which he would have been entitled, had he not been suspended. Sub-rule (4) provides that in a case falling under sub-rule (3) the period of suspension shall be treated as a period spent on duty for all purposes. Assuming that in the opinion of the competent person the suspension was not wholly unjustified, the concerned workmen are entitled under Sub-rule (5) to payment of such amount not being the whole of the pay and allowance to which they would have been entitled had they not been suspended, as the competent authority may determine, after giving notice to the workmen of the quantum proposed and after considering the representations, if any, submitted by them in that connection within such period as may be specified in the notice.

9. In the present case there is no evidence and indeed none could be produced in spite of opportunities given, that the competent authority determined under Sub-rule (5) the quantum of pay and allowance which the concerned workmen are entitled to. It is not in dispute that no notice was given to the concerned workmen of the quantum proposed, far less any opportunity given to them to make representation in that behalf.

10. From the records disclosed in this case it appears that the Port Trust refused to pay the difference in wages and allowances to the concerned workmen for the period of suspension in total disregard of the procedure prescribed in the Fundamental Rules due implementation of which alone could justify such a course. There has been no determination of the quantum of pay and allowance payable to the concerned workmen and therefore there was no question of serving any notice of the quantum proposed or of affording any opportunity to the concerned workmen to make representations in respect thereof.

11. I therefore answer the reference in favour of the workmen and hold that the management in relation to the Calcutta Port Trust, Calcutta are not justified in refusing the payment of difference of wages and allowances for the period of suspension from the 4th January, 1972 to 6th December, 1974 to Sri Hare Krishna Ghosh, Amin Mistry and from 5th January, to 6th December, 1974 to Shri Paritosh Bhowmik, Chairman. They are entitled to payment of differences of wages and allowances for the period of suspension by way of relief.

Dated, Calcutta,

The 25th September, 1978.

S. K. Mukherjee, Presiding Officer.

[L-32012(ii)/76-D.IV(A)]

प्रवेश

नई दिल्ली, 15 सितम्बर, 1978

का० प्र० 3070—केंद्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में पो नेसाईट माइन्स, सलेम के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच एक औद्योगिक विवाद विद्यमान है ;

और केंद्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है ;

अतः, अब, औद्योगिक विधि अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खण्ड (ब) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसे पीठासीन अधिकारी श्री के० सेल्वरत्नम होंगे, जिनका मुख्यालय मद्रास में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

क्या श्री सेवी, टेकेवार, पोनकुमार मैग्नेसाईट माइन्स, सलेम की, सर्वश्री मनी, रामास्वामी तथा वेंकटाचलम को 7 जनवरी, 1977 से बर्खास्त करने की कार्रवाई न्यायोचित है ? यदि नहीं, तो व्यक्ति कर्मकार किस अनुतोष के हकदार हैं ?

[संख्या एल०-29012/16/77-डी०- 3 (बी)]

आ० कुंजीशपदम, अवर सचिव

ORDER

New Delhi, the 15th September, 1978

S.O. 3070.—Whereas the Central Government is of opinion that an industrial dispute exists between the Contractor in relation to the Ponkumar Magnesite Mines, Salem and his workmen in respect of the matters specified in the Schedule hereto annexed ;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri K. Selaratnam shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the action of Shri Sevi, Contractor of Ponkumar Magnesite Mines, Salem is justified in dismissing Sarvasri Mani, Ramaswamy and Venkatachalam with effect from the 7th January 1977? If not to what relief are the aggrieved workmen entitled ?

[No. E-29012/16/77-D-III-B]

R. KUNJITHAPADAM, Under Secy.

नई दिल्ली, 18 सितम्बर, 1978

का. आ. 3071.—नेवल फिजिकल एण्ड ओशनोग्राफिक लैबोरेट्री, नेवल बेस, कोचीन-4 (जिसे इसमें उसके पश्चात् लैबोरेट्री कहा गया है) ने कर्मचारी भविष्य निर्धि एवं प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 17 की उप धारा (1क) के अधीन कर्मचारी कटुम्ब पेंशन स्कीम, 1971 से छूट के लिए आवेदन किया है ;

और केंद्रीय सरकार की राय में उक्त लैबोरेट्री के कर्मचारियों द्वारा अंगीकृत की गई तथा उन पर लागू कटुम्ब पेंशन स्कीम, 1964 और सेंट्रल सिविल सर्विसेस (पेंशन) नियम, 1972, के अधीन कटुम्ब पेंशन के रूप में ऐसे कर्मचारियों को प्राप्त फायदों उन फायदों से कम नहीं हैं जो उक्त अधिनियम और कर्मचारी कटुम्ब पेंशन स्कीम, 1971 के अधीन उसी प्रकार के किसी अन्य स्थापन के कर्मचारियों के लिए उपबन्धित किए गए हैं ;

अतः, अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (1क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और यहां नीचे विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त लैबोरेट्री के कर्मचारी कटुम्ब पेंशन स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ;

शर्तें

- (1) लैबोरेट्री छूट के पश्चात् किसी समय केंद्रीय सरकार की इजाजत के बिना कटुम्ब पेंशन के रूप में प्राप्त फायदों की मात्रा को घटा नहीं सकेगा ।
- (2) नियोजक ऐसे लेखा रखेंगे, ऐसे विवरण प्रस्तुत करेंगे और निरीक्षण के लिए ऐसी सुविधाएं देंगे जिसका निर्देश केंद्रीय सरकार समय-समय पर दे ।
- (3) उक्त लैबोरेट्री की कटुम्ब पेंशन स्कीम के संचालन के सारे व्यय जिसमें लेखा रखना, लेखा और विवरण प्रस्तुत करना लेखाओं का अन्तरण भी आता है, नियोजक को वहन करना होगा ।
- (4) नियोजक जिसमें उक्त लैबोरेट्री की कटुम्ब पेंशन स्कीम के नियमों की एक प्रति जैसे कि केंद्रीय सरकार द्वारा अनुमोचित हो सारे संशोधन सहित, यदि कोई हो, लैबोरेट्री के सूचना पट्ट पर उसकी मुख्य विशेषताओं के कर्मचारियों के बहुसंख्यक की समझ में आने वाली भाषा में अनुवाद के साथ, प्रदर्शित करेगा ।

- (5) केन्द्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना लैबोरेटरी कटुम्ब पेंशन स्कीम के नियमों में कोई संशोधन नहीं किया जाएगा। जहां संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां केन्द्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पहले कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

[सं. एस. 35014/1/78-एफ. पी. जी.]

New Delhi, the 18th September, 1978

S.O. 3071.—Whereas the Naval Physical and Oceanographic Laboratory, Naval Base, Cochin-4 (hereinafter referred to as Laboratory) has applied for exemption, from the Employees' Family Pension Scheme, 1971, under sub-section (1A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952);

And whereas, in the opinion of the Central Government the benefits in the nature of family pension under the Family Pension Scheme, 1964 and Central Civil Services (Pension) Rules, 1972 adopted by and applicable to the employees of the said Laboratory are not less favourable to such employees than the benefits provided under the said Act and the Employees' Family Pension Scheme, 1971 to employees in any other establishment of a similar nature;

Now, therefore, in exercise of the powers conferred by sub-section (1A) of Section 17 of the said Act and subject to the conditions specified hereunder, the Central Government hereby exempts the said Laboratory from the operation of all the provisions of the Employees' Family Pension Scheme.

Conditions :

- (i) The Laboratory shall not, at any time after exemption, without the leave of the Central Government, reduce the quantum of benefits in the nature of Family Pension.
- (ii) The employer shall maintain such accounts, submit such returns and provide for such facility for inspection as the Central Government may from time to time direct.
- (iii) All expenses involved in the administration of the family pension scheme of the said Laboratory including maintenance of accounts, submission of accounts and returns, transfer of accounts, shall be borne by the employer.
- (iv) The employer shall display on the notice board of the Laboratory a copy of the rules incorporating therein all amendments, if any of the family pension scheme of the said Laboratory as approved by the Central Government, alongwith a translation of the salient features thereof in a language understood by the majority of the employees.

- (v) No amendment of the rules of the family pension scheme of the Laboratory shall be made without the previous approval of the Central Provident Fund Commissioner. Where any amendment is likely to affect adversely the said interests of the employees, the Central Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

[File No. S-35014/1/78-FPG.]

का. आ. 3072.—हिमाचल प्रवेश गर्वमेंट प्रेंस शिमला (जिसमें उसका पश्चात् प्रेंस कहा गया है) ने कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 17 की उप धारा (1क) के अधीन कर्मचारी कटुम्ब पेंशन स्कीम, 1971 से छूट के लिए आवेदन किया है,

और केन्द्रीय सरकार की राय में उक्त प्रेंस के कर्मचारियों द्वारा अंगीकृत की गई तथा उन पर लागू कटुम्ब पेंशन स्कीम, 1964 और सी. सी. एस. (पेंशन) नियम, 1972 के अधीन कटुम्ब पेंशन के रूप में ऐसे कर्मचारियों को प्राप्त फायदे उन फायदों से कम नहीं हैं जो उक्त अधिनियम और कर्मचारी कटुम्ब पेंशन स्कीम, 1971 के अधीन उसी प्रकार के किसी अन्य स्थापन के कर्मचारियों के लिए उपबन्धित किए गए हैं,

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (1क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और यहां नीचे विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त प्रेंस के कर्मचारी कटुम्ब पेंशन स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है,

शर्तें

- (1) प्रेंस छूट के पश्चात् किसी समय केन्द्रीय सरकार की इजाजत के बिना कटुम्ब पेंशन के रूप में प्राप्त फायदों की मात्रा को घटा नहीं सकेगा।
- (2) नियोजक ऐसा लेखा रखेंगे, ऐसे विवरण प्रस्तुत करेंगे और निरीक्षण के लिए ऐसी सुविधाएं देंगे जिसका निर्देश केन्द्रीय सरकार समय-समय पर दे।
- (3) उक्त प्रेंस की कटुम्ब पेंशन स्कीम के संचालन के सारे व्यय जिसमें लेखा रखना, लेखा और विवरण प्रस्तुत करना, लेखाओं का अन्तरण भी आता है, नियोजक के वहन करना होगा।
- (4) नियोजक जिसमें उक्त प्रेंस की कटुम्ब पेंशन स्कीम के नियमों की एक प्रतिलिपि जैसे कि केन्द्रीय सरकार द्वारा अनुमोदित हों सारे संशोधन सहित, यदि कोई हो, प्रेंस के सूचना पट्ट पर, उसकी मुख्य विशेषताओं के कर्मचारियों के बहुसंख्यक की समझ में आने वाली भाषा में अनुवाद के साथ, प्रदर्शित करेगा।

- (3) केंद्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना प्रेस कटुंग्व पेंशन स्कीम के नियमों में कोई संशोधन नहीं किया जाएगा। जहां संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां केंद्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पहले कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

[सं. एस. 35014/4/78-एफ. पी. जे]

हंस राज छाबड़ा, उप सचिव

S.O. 3072.—Whereas the Himachal Pradesh Government Press, Simla (hereinafter referred to as Press) has applied for exemption, from Employees' Family Pension Scheme, 1971 under sub-section (1A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952);

And, whereas, in the opinion of the Central Government the benefits in the nature of family pension under the Family Pension Scheme, 1964 and Central Civil Services (Pension) Rules, 1972 adopted by and applicable to the employees of the said PRESS are not less favourable to such employees than the benefits provided under the said Act, and the Employees' Family Pension Scheme, 1971 to employees in any other establishment of a similar nature;

Now, therefore, in exercise of the powers conferred by sub-section (1A) of Section 17 of the said Act, and subject to the condition specified hereunder the Central Government hereby exempts the said PRESS from the operation of all the provisions of the Employees' Family Pension Scheme.

Conditions :

- (i) The PRESS shall not, at any time after exemption, without the leave of the Central Government, reduce the quantum of benefits in the nature of family Pension.
- (ii) The employer shall maintain such accounts, submit such returns and provide for such facility for inspection as the Central Government may from time to time direct.
- (iii) All expenses involved in the administration of the family pension scheme of the said PRESS including maintenance of accounts, submission of accounts and return, transfer of accounts, shall be borne by the employer.
- (iv) The employer shall display on the notice board of the PRESS a copy of the rules incorporating therein all amendments, if any of the family pension scheme of the said PRESS as approved by the Central Government, alongwith a translation of the salient features thereof in a language understood by the majority of the employees.
- (v) No amendment of the rules, of the family pension Scheme of the PRESS shall be made without the previous approval of the Central Provident Fund Commissioner. Where any amendment is likely to

affect adversely the said interests of the employees, the Central Provident Fund Commissioner shall, before giving approval, give a reasonable opportunity to the employees to explain their point of view.

[File No. S-35014/4/78-FPG.]

HANS RAJ CHHABRA, Dy. Secy.

नई दिल्ली, 29 सितम्बर, 1978

का. आ. 3073.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिये प्रयोग) नियम, 1978 के नियम 10 के उपनियम (4) के अनुसरण में, श्रम मंत्रालय के निम्नीलिखित संलग्न कार्यालय के नाम, उक्त उप नियमों के प्रयोजनों के लिए, अधिसूचित करती है :—

श्रम ब्यूरो, चण्डीगढ़/शिमला।

[सं. ई-11017/1/78-एल. बी.]

आर. एस. देशपांडे, उप सचिव

New Delhi, the 29th September, 1978

S.O. 3073.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the names of the following attached office of the Ministry of Labour for the purposes of the said sub-rules :—

Labour Bureau, Chandigarh/Simla.

[No. E-11017/1/76-LB]

R. S. DESHPANDE, Dy. Secy.

New Delhi, the 3rd October, 1978

SO. 3074.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Patherkhhera Colliery of Western Coalfields Limited, and their workman which was received by the Central Government on 26th September, 1978.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, JABALPUR (M.P.)

CAMP AT GWALIOR

Case No. CGIT/LC(R)(9)/1978

Employers in relation to the management of Patherkhhera Colliery of Western Coalfields Limited, Patherkhhera Sub-Area, Nagpur and their workman, Shri Syed Siraj, Driver, C/o. Sayed Ganj, Lashkari Bag Infront of Kidaval Ground Nagpur (M.S.).

APPEARANCES:

For Workman.—Shri S. D. Mukherji, Advocate.

For Management.—Shri P. S. Nair, Advocate and
Shri S. K. Rao, Advocate.

INDUSTRY : Coal Mines DISTRICT : Nagpur (M.S.)

Dated : September, 15, 1978

AWARD

This is a reference made by the Government of India in the Ministry of Labour vide its order No. L-22012(14)/77-D-IV(B) dated 21st February, 1978 for the adjudication of the following industrial dispute :

“Whether the action of the Sub-Area Manager, Western Coalfields Limited, Patherkheda Sub-Area in terminating the services of Shri Syed Siraj, Jeep Driver of Patherkheda Collieries is justified? If not, to what relief is the concerned workman entitled?”

2. After the pleading were filed by the parties they have arrived at a mutual settlement on 23-8-1978 and filed the same before this Tribunal on 26-8-1978, terms of which are verified by the parties on 12-9-1978. They are as under :—

TERMS OF SETTLEMENT

1. Shri Sayed Siraj will be reinstated without back wages as Light Vehicle Driver in Wage Board Cat. V in the scale of Rs. 14.50-0.55-20.00 with effect from 24-8-1978 with the start of Rs. 15.05 as Basic Pay. He will also get other usual allowances as per recommendations of the Wage Board.
2. Sri Syed Siraj will be allowed the benefit of continuity of service for the purpose of gratuity and seniority only.
3. The period of his absence from duty on account of termination with effect from 12-1-1977 to 23-8-1978 will be treated as leave without pay and he will not be entitled for any wages whatsoever for this period.
4. The management will pay a lumpsum amount of Rs. 500 (Rs. Five Hundred only) as an ex-gratia payment to Shri Sayed Siraj.
5. In pursuance of the mutual settlement of the dispute, Sri Sayed Siraj will withdraw his case No. CGIT/LC(R)(9)/78 from the Central Government Industrial Tribunal, Jabalpur.

In view of the aforesaid settlement arrived at between the management and workman concerned, Sri Sayed Siraj, the latter prayed by a separate petition dated 23-8-1978 that the case be dismissed as not pressed. The terms of the settlement appears to be fair and reasonable, an award is given accordingly.

S. N. JOHRI, Presiding Officer.

15-9-1978

[No. L-22012(14)/77-D-IV(B)]

S.O. 3075.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Eklehra Sub-Area of Western Coalfields Limited and their workman which was received by the Central Government on 26th September, 1978.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(19)/1978

Employers in relation to the management of Eklehra Sub-Area of Western Coalfields Limited, Post Office Eklehra, District Chhindwara (M.P.)

AND

Their workman Shri Foolchand son Galfariya Katiya Harijan, Bhamori Colliery (Bhamori Basti), Post Office Bhamori, District Chhindwara (M.P.).

APPEARANCES :

For Workman.—None.

For Management.—Shri P. S. Nair, Advocate.

DISTRICT : Chhindwara (M.P.) INDUSTRY : Coal Mines

Dated : September 15, 1978

AWARD

This is a reference made by the Government of India in the Ministry of Labour vide its order No. L-22012(31)/77-D-IV(B) dated 7th April, 1978, for the adjudication of the following industrial dispute :

“Whether the action of the management of Bhamori Colliery of Western Coalfields Limited in terminating the services of Shri Foolchand son of Galfariya Katiya, a permanent tub-loader with effect from the 15th May, 1976 is justified? If not, to what relief is the said workman entitled?”

2. Parties were noticed on 12-4-1978 to file their respective written statements on 4-5-1978. Management filed its written statement on 4-5-1978, but none appeared on behalf of the workman. Since then as much as nine dates were given to the workman to file written statement and documents etc. Neither anybody appeared on behalf of the workman nor he has filed any pleading till today. Counsel for the management, Shri P. S. Nair, stated at the bar that he does not want to produce any evidence. Since both, the employer and the workman, it appears, are not interested in the dispute referred to this Tribunal, a no dispute award is given.

15-9-1978

S. N. JOHRI, Presiding Officer.

[No. L-22012(31)/77-D-IV(B)]

BHUPENDRA NATH, Desk Officer.

New Delhi, the 27th September, 1978

AWARD

S.O. 3076.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri G. Ramanujam and Shri R. P. Nevatia, Arbitrators in the industrial dispute between the employers in relation to the Cement Manufacturers' Association and their workmen represented by the Indian National Cement and Allied Workers' Federation, which was received by the Central Government on the 27th September, 1978.

[No. L-29013/4/78-D. III. B]

R. KUNJITHAPADAM, Under Secy.

BEFORE SHRI G. RAMANUJAM & SHRI R. P. NEVATIA

Arbitrators appointed under Sec. 10A of the Industrial Disputes Act, 1947.

In the matter of

Industrial Dispute between the workmen in the Cement Industry

REPRESENTED BY :

The Indian National Cement & Allied Workers' Federation, Bombay-4

AND

The employers in the Cement Industry

REPRESENTED BY :

The Cement Manufacturers' Association, Bombay-20.

GRADES :

T. C.	Rs. 420.00 + Rs. 8 × 8 = Rs. 484.00—E B	Rs. 10 × 8 = Rs. 564—16
I	Rs. 440.00 + Rs. 10 × 10 = Rs. 550.00—E B	Rs. 12 × 9 = Rs. 658—20
II	Rs. 455.00 + Rs. 12 × 10 = Rs. 585.00—E B	Rs. 14 × 10 = Rs. 725—20
III	Rs. 490.00 + Rs. 14 × 10 = Rs. 630.00—E B	Rs. 15 × 11 = Rs. 795—21
IV	Rs. 520.00 + Rs. 18 × 10 = Rs. 700.00—E B	Rs. 20 × 11 = Rs. 920—21
V	Rs. 540.00 + Rs. 20 × 5 = Rs. 640.00—E B	Rs. 22 × 6 = Rs. 772.00
		Rs. 24 × 11 = Rs. 1036—22
VI	Rs. 550.00 + Rs. 22 × 5 = Rs. 660.00—E B	Rs. 24 × 6 = Rs. 804.00
		Rs. 30 × 11 = Rs. 1134—22
VII	Rs. 585.00 + Rs. 25 × 10 = Rs. 835.00—E B	Rs. 30 × 14 = Rs. 1255—24

N.B. : Those whose designations are also found in next higher grades will be promoted to higher grades as and when they reach the maximum of the lower grades. Promotions will be given earlier on merit and also when vacancies fall in higher grades.

4. Fitment.—Employees will be fitted into their respective grades as under :

Those who are below the minimum of their new grades will be brought to the minimum of the revised grades and those who are higher than the minimum of the grades will be fitted at the next higher step if they are not in step of the grades.

5. Adjustment.—Employees will be given one additional increment in their respective new grades for every five years of service or part thereof with a maximum of four increments after fitting them into new grades.

The Government of India in the Ministry of Labour, published in Part II—Section 3—Sub-section (ii) of the Gazette of India dated 24-12-1977 the agreement to refer for arbitration under Section 10(A) of the Industrial Disputes Act, 1947, between the Cement Manufacturers' Association, Express Building, opposite to Churchgate Station, Bombay, representing the employers in the Cement Industry in the country, hereinafter called the C.M.A., and the Indian National Cement and Allied Workers' Federation, Mazdoor Karyalaya, Congress House, Bombay-4, representing the workers employed in the cement industry in the country, hereinafter called the Federation, referring to arbitration of this Board the following twenty eight demands.

1. Minimum emoluments.—Minimum total emolument for an unskilled employee should be basic Rs. 390 and D.A. Rs. 220 at the All India Consumer Price Index Number 305 (Base 1960=100).

2. Scales of pay for operatives.—The following scales should be introduced from 1-3-1977.

GRADES :

E	Rs. 390.00 + (Rs. 6.50 × 12) = Rs. 468.00	— 12 years
D	Rs. 416.00 + (Rs. 7.80 × 13) = Rs. 517.40	— 13 years
C	Rs. 448.50 + (Rs. 10.40 × 14) = Rs. 594.10	— 14 years
B	Rs. 481.00 + (Rs. 13.00 × 14) = Rs. 663.00	— 14 years
A	Rs. 513.50 + (Rs. 18.20 × 10) = Rs. 695.50 + (Rs. 20.80 × 4)	
	= Rs. 778.70	— 14 years

N.B. : Employees whose designations are also found in next higher grade will be promoted in higher grades as and when they reach the maximum of the lower grade. Promotions will be given earlier on merit and also when vacancies fall in higher grade.

3. Scales of pay for T.C., Clerical, Lower Technical and Supervisory Staff.—The following scales should be introduced from 1-3-1977.

YEARS

T. C.	Rs. 420.00 + Rs. 8 × 8 = Rs. 484.00—E B	Rs. 10 × 8 = Rs. 564—16
I	Rs. 440.00 + Rs. 10 × 10 = Rs. 550.00—E B	Rs. 12 × 9 = Rs. 658—20
II	Rs. 455.00 + Rs. 12 × 10 = Rs. 585.00—E B	Rs. 14 × 10 = Rs. 725—20
III	Rs. 490.00 + Rs. 14 × 10 = Rs. 630.00—E B	Rs. 15 × 11 = Rs. 795—21
IV	Rs. 520.00 + Rs. 18 × 10 = Rs. 700.00—E B	Rs. 20 × 11 = Rs. 920—21
V	Rs. 540.00 + Rs. 20 × 5 = Rs. 640.00—E B	Rs. 22 × 6 = Rs. 772.00
		Rs. 24 × 11 = Rs. 1036—22
VI	Rs. 550.00 + Rs. 22 × 5 = Rs. 660.00—E B	Rs. 24 × 6 = Rs. 804.00
		Rs. 30 × 11 = Rs. 1134—22
VII	Rs. 585.00 + Rs. 25 × 10 = Rs. 835.00—E B	Rs. 30 × 14 = Rs. 1255—24

The new minimum salary, scales of pay, HRA, additional D.A. etc. will remain in force for three years but the employees to get their yearly increments till the new revision is introduced.

6. Dearness allowance.—Rate of neutralisation for rise or fall over 305 index should be Rs. 2 per point. Rise or fall in consumer price index will be adjusted only above 305 points i.e. dearness allowance should not go below Rs. 220 for 26 working days.

7. Additional Dearness Allowance.—For Operatives : 2-1/2 per cent of basic salary to E grade, 5 per cent to D grade and 10 per cent to C, B & A grades.

For T.C., Clerical, Lower Technical and Supervisory Staff.—10 per cent of their basic salary plus Rs. 15 more than the D.A. payable to operatives.

8. House Rent Allowance.—The existing House Rent Allowance for different categories will be increased by Rs. 25

per month. Deduction of the house rent will remain the same as existed on the date of these demands, for those who are provided Company's quarters.

9. Leave Travel Allowance.—Employees will be given leave travel allowance (without any condition) at the rate of one month's salary including dearness allowance every year irrespective of whether they go out or not and whether they are residing in other states or in the same State (Local).

10. Nomenclatures.—Proper nomenclatures of each employee should be prepared and they should be classified into appropriate grades according to their duties.

11. Casual Labour.—Casual employees who have or will complete six months service should be made permanent.

12. Contract Labour.—Contract system should be totally abolished and the employees working under all contractors should be taken on Company's permanent roll. Coal and gypsum handling sections should also be departmentalised.

13. Night Shift Allowance.—All employees who are working in 2nd or 3rd shift should be given night shift allowance at the rate of 25 per cent of their basic salary.

14. Heat Allowance.—Employees working in Boiler House, Foundry and Smithing Section and kiln and coal mills department should be given heat allowance at the rate of 10 per cent of their basic salary.

15. Dust Allowance.—Employees working in Packing House, Cement Mills Department, Kiln, Coal Mills Department, Ropeway, Crusher, Halco, Sanitation, (Quarry) Shovel, Dozer, Dumper, Drivers, Cleaners, etc. should be given dust allowance at the rate of 10 per cent of their basic salary. These workers should also be given 100 grams jaggery and 50 grams coconut oil every day.

16. Uniforms.—(A) Employees in following categories should be given 3 sets of uniforms every year :

"Mistries, mukadams, mates of different department".

(B) Uniforms should be supplied to all employees who are eligible for uniforms before the end of January every year.

17. Washing Allowance.—Employees should be given washing allowance of Rs. 10 P.M.

18. Rain Coats.—Quality rain coats should be supplied to all employees who have to move in open during monsoon particularly the employees of electrical department, quarries, sweepers, drivers, dragline operators, cleaners working on shovel and dumpers, heavy vehicle operators, gangmen, silos attendants, laboratory staff, Pump attendants etc. every alternate year.

19. Woollen Jerseys.—Quality woollen jerseys should be supplied to all employees working in sanitation department, quarries, heavy vehicle operators and their mazdoors and helpers, car and truck drivers etc. every alternate year.

20. Boots.—Rubber-sole shock-proof boots should be supplied to all employees of electric department and ordinary boots to tea canteen staff, sanitation staff, peons, burners of kiln department clerical staff etc.

21. Medical Expenses.—Employees should be fully reimbursed by the Company of the Medical Expenses incurred by them and on their family members.

22. Heavy Vehicle Allowance.—Existing allowance of heavy vehicle should be doubled.

23. Holidays.—Employees should be paid for the holidays which fall on Sundays or Weekly offs by way of extra payment of a day or a substitute holiday be given in consultation with the Union.

24. Leave.—All Employees should get same sick leave and privilege leave as given to monthly paid employees.

25. Concessional Cement.—Employees building their houses should be given upto 200 bags of cement on concessional rate at a discount of 25 per cent of the wholesale rate of cement.

26. Interim Relief.—Employees should be paid Rs. 50 each per month from 1-3-1977 as interim relief.

27. Effect.—The above demands should be given effect from 1-3-1977.

28. Existing rights, benefits and privileges.—Employees should continue to get their existing rights, benefits and privileges etc.

2. The said Government order and the Arbitration Agreement along with the enclosures are enclosed as Annexure I hereto. The said Arbitration Agreement also provided that the Arbitrators' Award should be given within a period of two months from the date of their entering upon the reference.

3. The C.M.A. wrote on 28th October, 1977, that in view of this limited time at the disposal of the Arbitrators, it would suggest that the Arbitrators may have a preliminary informal discussion with the parties, to fix the date for the necessary preliminaries and its time-schedule for various stages of the Board's work, etc., even before the actual 'Notification' was published. The C.M.A. by their letter also offered the C.M.A. Hall for conducting the Arbitration Proceedings. Upon enquiry the Federation also agreed to this procedure as well as the place for holding the Board's Sittings.

4. An informal meeting for discussing the preliminaries was accordingly held in Bombay at the C.M.A. Hall on the 7th November, 1977, after ascertaining that the date was acceptable to both the parties.

5. This date was fixed as the parties informed us that they expected the official notification of the reference to arbitration would be available on or before that date. But the actual notification was made on 28th November, 1977.

6. In the informal preliminary discussions held on 7th November, 1977, it was observed by the Arbitrators that this was the first time in the history of industrial relations in India that such an arbitration on a national scale for such a major industry is being attempted and the Arbitrators would be grateful for the co-operation and assistance of both the parties to make their work a success. Both the parties assured their full co-operation and we are happy to record that the parties did co-operate fully and sincerely throughout the proceedings before us. They informally discussed the preliminaries and modalities which they would like us to adopt in conducting our proceedings.

7. The parties agreed that the Board's office should be located in C.M.A. offices, Express Building, Opposite to Churchgate Station, Bombay.

8. The parties agreed that both the employers' and the employees' representatives would submit their written statements of their respective case before to the Board on or before the 1st December, 1977. Both the parties further agreed to supply to the Board a hundred copies of their written statement, so that sufficient number of copies would be available for exchange between both the parties to enable them to furnish copies to their respective constituents as well as the Board's Secretariat. They further agreed that within a fortnight of receipt of each other's written statements, both the sides would submit to the Board (also one hundred copies) of their Replies/Rejoinders for similar exchange.

9. We felt that in due time all trade unions in the Industry as well as individual cement employers, if any, who were not signatories to the Arbitration Agreement should also be given an opportunity to place their points of view before the Board. We also desired that all cement plants should display on their Notice Boards an appeal for the general information of the workers and their unions seeking their co-operation and assistance, and a request to send their written memorandum, if any, on any or all the issues referred to us for arbitration to the Board's office at Bombay before the 15th December, 1977.

10. The managements of the Cement units were also requested to file their affidavits in proof of their having displayed such notices on their Notice Boards within a week of receipt of the same from the Board's office for general information of the workmen and their unions and their participation in the Board's proceedings if they so desired.

11. The Arbitration agreement was signed on 14-9-1977, the agreement under Section 10(A) was signed on 13-10-77, and the Government's notification was dated 28th November, 1977.

12. The Board tentatively decided to have its first formal meeting at Bombay on the 26th and 27th December, 1977, to identify the issues and have a general discussion with the parties on the issues so identified. The Board also decided to visit the following five centres to give an opportunity to all registered trade unions and managements in the industry in the various regions to make their representations, if they so desired. The following tentative programme was made with the consent of the parties :

Bangalore (for Tamilnadu, Andhra Pradesh, Karnataka and Kerala)	on the 9th and 10th January, 1978.
Bombay (for Gujarat and Maharashtra)	on 23rd and 24th January, 1978.
Bhopal (for Madhya Pradesh)	on 6th and 7th February, 1978.
Jaipur (for Rajasthan, Punjab, Haryana and Jammu & Kashmir)	on 20th and 21st February, 1978.
Patna (for U.P. Bihar, Orissa, West Bengal, Meghalaya, Assam and Eastern States).	on 6th and 7th of March, 1978.

Actually there was a sitting in Ranchi also to hear the parties from the Eastern India, with a spill-over in Bombay. The dates indicated above had also to be changed to suit the convenience of the parties.

13. For the regional hearings, the parties agreed that two representatives from each registered trade union, whether affiliated to the Federation or not, will be allowed to attend the sittings on behalf of their members, and that C.M.A. should advise the employers concerned that such representatives should be allowed to attend the sittings and be deemed to be on duty for the purpose and be paid the T.A. and D.A. admissible to them. Two representatives of individual managements may also attend the regional hearings either to make their own representation, if they so desired, or to reply to any points that might be raised against them in these hearings.

14. After completing the regional hearings, the Board tentatively decided to meet in Bombay on the 27th and 28th March, 1978, for commencing the general hearings of the Federation and the C.M.A. and such others who might desire to appear before it and make their representation.

15. The Board after drawing a tentative time-table for its work as aforesaid found that the two months time-limit agreed to by the parties would be grossly inadequate. The parties too appreciated the position and agreed to write to the Government indicating their agreement for extension of time till 30th June, 1978, which date had to be further extended finally to 30th September, 1978.

16. Both the parties agreed that they had no objection to any party being represented by counsel if it so desired. They also agreed that individual managements and trade unions are free to supplement the case that would be placed before the Board by the Cement Manufacturers' Association and the Federation as the representative organisation of all the cement employers and workmen in the industry in the country. It was also agreed by the C.M.A. that it would provide the necessary staff for the Board's Secretariat consisting of one Secretary, one Statistician and one Stenographer.

17. The C.M.A. also agreed to pay the TA & DA for 20 representatives of the Federation and a limited number to other Federation and Central Trade Union Organisations to be present in Bombay at the time of the general hearings of the Board and a certain number of Federation representatives for preparing the Written Statement and replies on behalf of the Federation.

18. Even before the official notification reached our hands, the Board was flooded with telegraphic demands for grant of an interim relief.

19. By the 1st December 1977, both the Federation and the C.M.A. had filed 100 copies of their respective statements before the Board. The Board gave 80 copies of the Federation's statement to the C.M.A. and 80 copies of the C.M.A.'s Written Statement to the Federation, so that in case they wanted to file any rejoinder they may do so within the time limit agreed upon in consultation with their respective constituents.

20. The All India Cement Workers' Federation (AITUC) hereinafter called the 'other Federation' addressed a letter on the 29th November, 1977, to the Union Labour Minister in connection with the disputes referred to arbitration by this Board and sent us a copy thereof. The Board informed the General Secretary of the 'other Federation' that the Board has already decided to provide an opportunity to all the registered trade unions in the industry, who are not signatories to the Arbitration Agreement, to make their representation in writing before the Board and accordingly advised the Federation to send its case in writing on all or any of the matters covered by the Arbitration Agreement, to the Board on or before the 14th December, 1977. The Board also informed the 'other Federation' that in case it wanted to be heard by the Board orally, it was requested to indicate its desire on or before the 14th of December, 1977, to enable the Board to give it an opportunity. The AICWF submitted its Written Statement on 30-11-77 with copies to CMA and the CMA its rejoinder to AICWF on 6-1-1978.

21. The Government's Notification was received by the parties and the arbitrators in the first week of December, 1977, referring all the twenty eight demands placed by the Federation for arbitration.

22. On 6th December, 1977, the C.M.A. informed all the Cement manufacturers in the country about the Arbitrators' instructions requiring the management to display on the Notice Board the desire of the Board that any workmen or trade union of cement workers, who are not signatories to the Arbitration Agreement through the Federation were also invited to send their case in writing in respect of any or all matters covered by the Arbitration Agreement to the Secretary of the Board on or before the 14th December, 1977, and that if any such workmen or workers' organisation wish to be heard by the Board, they were requested by the said notice to indicate their desire to the Board.

23. The first formal sittings of the Board of Arbitration was held in Bombay on the 26th and 27th of December, 1977.

24. In the very first meeting Shri I. M. Nanavati, the learned counsel appearing for the Cement Manufacturers' Association, pointed out the omission in the Government's Notification to refer to Section 10A(3A) of the I.D. Act. Such omission, he pointed out, will make the decision of the arbitration not binding on such of these workmen who are not members of the Federation. He felt that the Government should be asked to refer the dispute also under Section 10A (3A) by issuing the necessary notification. He, however suggested that the work of the Board need not be held up for that reason. This proposition was agreed to by Mr. C. L. Duthia, the learned counsel appearing for the Federation, and the parties informed the Board that they would be addressing the Government in this regard.

25. The Government of India published the 'Notification' on the 9th January, 1978, whereby the Central Government expressed its satisfaction that the person making the reference represented the majority of each party and that, therefore, in pursuance of Sub-section 3(A) of 10(A) of the said Act, the Central Government thereby notified for the information of the employers and the workmen who are not parties to the Arbitration Agreement but are concerned in the dispute that they shall be given an opportunity of presenting their case before the Adjudicators. This technical difficulty was thus removed to the satisfaction of all concerned. The relevant notification in this regard is marked as Annexure II thereto.

26. Of the 28 demands, the first eight demands relate to:

Minimum wages Basic scales of pay for Operatives, Clerical and Supervisory Staff, Fitment, Adjustment, D.A., Additional D.A. and H.R.A.

These form a convenient group.

27. The rest of the demands deals with certain amenities and fringe benefits. They will be treated as another group.

28. The third group deals with retrospective effect, interim relief and protection of existing rights and privileges.

SUMMARY OF WRITTEN STATEMENTS/REPLIES/ REJOINDERS

29. We briefly summarise below the points made in the Written Statements of the Federation, the other Federation and other trade union organisations and the C.M.A. as well as the points made out in their respective reply statements in respect of the first group of eight demands.

30. The Federation in its Written Statement in justification of its demands stated as follows:

The present dispute before the Board of Arbitration has a special significance because this is the first time that the dispute of all India nature is referred to the private arbitrators nominated by the representatives of employers and the employees of the Cement Industry.

The success or the failure of the present Board of Arbitration will be a guiding factor in the future industrial relations between labour and capital not only in the Cement Industry but also in other industries throughout India who are anxiously awaiting the outcome of the present dispute referred to the Board of Arbitration.

Cement Industry is one of the basic industries which plays a vital role in the economic development of the country.

The role of the Cement Industry in agricultural development, housing, irrigation, defence, road building and other nation building activities is well known.

The per capita consumption of cement in India, which is an index of industrial growth of the country, is among the world's lowest, and it reveals tremendous scope for expansion of the Cement Industry.

At present there are 55 cement factories in the country producing about 19 and odd million tonnes per year. The Cement Industry recorded its highest ever output of 18.64 million and odd tonnes in 1976.

The demand for cement did not lag behind, but in fact, far outstripped the supply. The Industry is poised to produce 20 million tonnes in 1978 and still more in the years to come.

Although the production has gone up, it has hardly kept pace with the demand and in fact fallen far short of the demand. It is estimated that there is likely to be a gap of 5 million tonnes between demand and supply by 1980-81.

The fact that the average capacity utilisation exceeded 90% in seven years out of the last twenty years is significant.

The Federation stated that quite a number of units have attained capacity/utilisation upto 100% and above. Though the number has been varying, on an average about 29 to 30 units have been able to utilise capacity exceeding 80%.

The anticipated rise in the output of steel in the Fifth Five Year Plan is expected to result in additional production of 7.8 million tonnes of granulated slag raising its total availability to about 8.9 million tonnes by 1978-79 which will contribute to the substantial increase in production of PBFS cement.

The eight thermal power stations located at Delhi, Faridabad, Panki near Kanpur, Paras & Bhusaval in Maharashtra, Nellore in Andhra Pradesh, Basin Bridge in Tamilnadu and Bandel in West Bengal were estimated to have produced 4 million tonnes of fly ash in 1970-71 and it is estimated that with the expected increase in consumption of fuel for power generation, the availability of fly ash is expected to reach the level of about 8 million tonnes per annum during the next 10 years. Areawise availability of fly ash for production of PPC has been summarised and furnished by the Federation.

In the Times of India issue dated November 19, 1977, it is reported that the unofficial black market cement is being sold at Rs. 38/- per bag against the official rate of Rs. 19/-.

The Federation stated that the proportion of labour cost of the total cost of production has been going down whereas the proportion of salaries, allowances and overheads etc., for non-workmen categories has been going up.

The modernisation of factories has resulted in increased productivity of labour by use of smaller labour force and by increasing the extent of mechanisation of various jobs and operations. The labour however has been denied the gains of increase in productivity.

The impact of wage per ton of cement has been steadily declining while the impact of quantity of power, distribution, overheads has been increasing.

The Tariff Commission has considered the operation of quarries as an integrated part of the factory, and has merged their cost in the cost element such as wages, salaries, etc., while fixing the prices of cement.

The Federation stated that the last Tariff Commission of 1973 took into account that return of about 14% on the capital employed and in terms of absolute figures that works out to Rs. 15/- per ton.

The margin of profit for the stockists varies between Rs. 5/- per ton to Rs. 12.12. The highest is in Himachal Pradesh which is Rs. 16/-, and in Punjab Rs. 12/-.

The Federation stated that the A.C.C. which represents nearly 1/3 of the Cement Industry in India and which has 17 out of 55 cement factories all over the country, and employs nearly one third of the total labour force, has been showing substantial improvement in the Financial position as disclosed from the Balance Sheets and Profit and Loss Accounts for the years 1974-75 to 1976-77.

The Directors' Report of the A.C.C. has put on record that the year 1976-77 has been one of record earnings for the Company.

The Federation submitted that the trading results of other cement companies during the last 3 years would show substantial improvement in their financial position unless there are malpractices and mismanagement.

The Federation submitted that having regard to all the relevant facts and the circumstances referred to above, the position of the Cement Industry is extremely well established and sound and the workers are entitled to the substantial revision in their wages and other terms and conditions of service.

The last agreement for wage revision expired on 1st March 1977. The cement workers are entitled to substantial improvement in their standard of living, and even to get the living wage.

It is well known that in a large number of other industries, there has been wage revision from time to time either by agreements or awards. The cost of living has substantially gone up on account of unprecedented increase in prices of consumer goods, and the increase in dearness allowance linked with All India Consumer Price Index does not adequately compensate the workers nor does it ensure an improvement in their real wages.

In fact the cost of living at the places where cement factories are situated is higher since additional transport costs have to be borne for bringing the necessities of life from nearby towns or cities.

In a number of concerns in the private sector there have been substantial wage revisions and the minimum total emoluments have exceeded Rs. 600/- per month plus other higher fringe benefits.

The Federation submitted that having regard to the revision in wages in a number of concerns and industries and having regard to the high cost of living and steep rise in prices, and sound position of the Cement Industry, and the vital role the cement workers have played in the growth of the Cement Industry and economic development of the country, and the reasonable expectation of the cement workers for improvement in the standard of living and to earn the living wage, the demand of the Federation for minimum total emoluments of Rs. 610/- per month at the All India Consumer Price Index 305 is fair and just.

The Federation is justified in demanding the revision of scales of pay for various categories of employees.

The demand for retrospective effect of the employees concerned from 1-3-1977 is justified in as much as the last agreement expired on 1st March, 1977, and the employees are entitled to revision from 1st March, 1977, as demanded.

The Federation submitted that normally fitment benefits are granted when the pay scales are revised having regard to the length of service of the employees.

The Federation submitted that the rate of dearness allowance at Rs. 1.30 for each point or rise or fall in average quarter index (1960=Base) is low and inadequate and should be increased to Rs. 2/- per point for rise or fall over 305 index. The Federation also demanded that the dearness allowance should not go below Rs. 220/- for 26 days.

The Federation demanded revision in the rate of additional dearness allowance for operatives at 2-1/2 of the revised basic salary to E grade, 5 per cent to D Grade, and 10 per cent to C, B and A Grades, and for Tally Checker, Clerical, Lower Technical and Supervisory Staff at 10 per cent of the basic salary plus Rs. 15 more than the D.A. payable to the operatives.

The Federation stated that cost of accommodation and house rent has significantly increased at places where cement factories are situated. The Federation therefore justified the demand for revision of HRA by Rs. 25/- per month for all categories of employees concerned. The Federation also demanded that deduction of House Rent shall remain the same as existed on the date of these demands for those who are provided quarters by the Company.

While cement production in the country has steadily been increasing during the last 15 years there is no substantial increase in the labour strength responsible for such increased production. The foregoing briefly summarises the points made by the Federation in its Written Statement of justification on demand Nos. 1 to 8.

31. The C.M.A. in their Written Statement dated 1-12-1977 stated :

The Board should take into account the following vital factors while making the Award :

- (a) General economic conditions.
- (b) Financial resources of the cement industry.
- (c) Paying capacity and level of productivity of the constituent units, and
- (d) Other relevant factors.

By other relevant factors, C.M.A. stated, it meant in brief the well-settled principles adopted by the Committee on Fair Wages, National Commission on Labour, the two Cement Wage Board Reports and the decision of the Supreme Court on wage fixation, besides the need to control inflation in the present economic conditions of the country and to reduce the high wage differentials between organised and unorganised wings of the labour and the terms of reference to Bhoothalingam Committee.

There has been no substantial change of circumstances (except for the expiry of the earlier agreement on 1-3-1977) since the last wage revision warranting further upward revision.

In the interest of national economy and the obligation to protect the interest of the consumer, further wage revision resulting in price escalation affecting the consumer is uncalled for.

Total minimum wage in Cement Industry for December, 1977 is almost the highest while comparing minimum wages paid in other organised industries like sugar, fertiliser, chemicals, mines, steel etc.

Wide disparity between wages paid to cement workers and agricultural labour in and around the rural areas where most of the cement factories are situated should be taken into account before stepping up wages further.

The price of cement being controlled by the Government, which has not even allowed rehabilitation allowance of Rs. 4/- per tonne recommended by the Tariff Commission in their 1974 Report, the Industry is not likely to be compensated in full

for any further increase in wages even if the Government considers some revision in retention price on the basis of escalations eligible for general rise in Wages/D.A. under Tariff Commission's recommendations.

The present minimum wage in Cement Industry is 52.63% higher than the need-based minimum wage and thus transforms the character of the demand for a need-based minimum wage from a lower level to a higher level of fair wages.

Even the ceilings in different grades formulated by the earlier Wage Board have been quite high and do not call for any upward revision.

When the 14 per cent return on capital employed at Rs. 15/- per tonne of cement as allowed by the Government to old units presently, has to meet the interest and tax obligation before making profit to provide for reserves and dividend payments, the net resultant is too meagre a reward for capital in the absence of which labour has no place in an Industry. There can be no further increase in the reward to labour alone. Further even to take advantage of a net 14 per cent return on capital employed, the Industry must be allowed 21 per cent return as at 1974 to take care of tax and interest obligations, and as on date, the rate should be still higher as interest and taxation rates have further shot-up since 1974.

Moreover the new formula of 12 per cent post tax return on the net worth is applicable only to new units and expansions and not to the existing units.

All the above factors naturally act as a constraint on the growth of the Industry and distract the free flow of investments for further expansion. Under these circumstances, any further wage increase will only worsen the situation.

The financial capacity of the Industry based on the performance in general of the various units comprising the Industry during the last five years has been very poor and the Balance Sheets placed before the Board can throw a distinct light on this aspect.

Above all, due to the existence of many high cost as well as weak units in the Industry, any additional burden by way of increase in wages will make such high cost or weak units sick leading to ultimate closure throwing labour out of employment.

Fitments and adjustment demands do not arise in view of Second Wage Board's recommendations under paras 6.28 and 6.29. Further no case has been made out for upward revision of grades, since any question of fitment will arise only if the grades are prescribed for the first time and the wages have previously been very low.

Regarding increase in D.A. rates, the workmen are already getting cent per cent neutralisation over the total minimum wage, which takes care of increase in prices. The index is already shooting up day by day and further increase in rates will only encourage further spiralling of prices.

Similar will be the effect if any further increase is contemplated in additional Dearness Allowance.

As regards increase in House Rent allowance demanded by the Federation, while fixing House Rent Allowance in 1975, the Bipartite Agreement did take care of all relevant factors prevailing then and even Raghunatha Reddy Award did not find any change in circumstances making it necessary to revise the existing allowances including House Rent and this position still continues.

There are some Awards/Agreements in force at certain factories besides some references pending before other Courts. Hence before contemplating any general wage increase, the applicability of such increases to those factories already bound by some Awards/Settlements has to be considered.

32. The Federation in its Written Rejoinder dated 14-12-1977 to C.M.A.'s Statement dated 1-12-1977 refuted the contentions of C.M.A.

According to the Federation there is substantial change in the circumstances since wages were last revised and that the alleged disparity between Cement workers and agricultural

labour has no bearing since the employers do not take shelter under this argument while granting exorbitant increases in salaries and amenities to their officers. Further, such disparity is bound to exist and that cannot be utilised as an argument to beat down the worker's demands.

Comparison of other Industries like Sugar, Fertilisers, etc., with cement is inappropriate. Each Industry has its own peculiarities and traditions. Further any comparison should be in its entirety taking into account all the other advantages such as working conditions, amenities, etc., enjoyed by workers in other industries as well as hazards and discomforts cement workers have to bear with, unlike other workers.

Further, the Industry has the advantages of the use of alternate raw materials like Blast Furnace Slag, Fly ash from thermal power stations which are available at a cost comparatively lower than the cost of clinker production. This naturally enables the Industry to have a substantial profit margin.

The contentions of C.M.A. that the minimum wages in Cement Industry as in December, 1977, are the highest and that Second Wage Board recommendations ensured 100 per cent neutralisation against any rise in the cost of living index are denied.

The minimum wages of cement workers are far short of need-based minimum wages and the CMA's stand that it is 52.63 per cent higher is incorrect.

The Federation does not accept the inadequacy of return at 14 per cent on capital employed as claimed by the C.M.A. since the huge profits earned by the Industry during the last five years compared to earlier years, prior to wage revision will reveal the position.

As for any wage increase acting as booster to inflation, the Federation said, that already the consumer is paying about double the controlled price because of shortage and black-marketing. And only higher wages will enthrone workers to put in their best for increase in production and reduction in cost.

As regards the applicability or otherwise of the Award of this Board to workers who have entered into agreements with their employers, or where Settlements/Awards in respect of these demands are in force, as this reference is on a joint basis between cement workers and employers in the industry as a whole it should override all local agreements and awards. However, the Federation reserved its right to make further submissions on this issue.

33. The CMA in their reply dated 26-12-1977 to the Rejoinder of the Federation dated 14-12-1977 pleaded as under :

The Federation being a powerful Trade Union in the Industry should respect the bilateral agreements signed by their constituents atleast until expiry of same and similar should be the case in respect of other Awards in force.

The 'position of Cement Industry' as explained by the Federation in their Statement of Justification has no bearing to the demands for rise in wages.

The Federation's reference to 'capacity utilisation' alone for judging the profitability of the Industry is a single-tracked approach as the real profitability will have to give due credence to other factors like rehabilitation programmes price control, overall performance of the Industry over a period of years from the angle of 'Net profit to Net worth' etc.

The alternate raw materials like Blast Furnace Slag and Fly Ash as referred to by the Federation do reduce the cost of Cement production, but the Federation has not gone into the availability aspect of such raw materials. The quantity available is too meagre and besides availability is uncertain.

The export possibility as pointed out by the Federation is out-dated as the country's production is far below our own demands and the question of export to other countries is only a day-dream specially in the light of Government's policy to import cement from other countries at a higher cost which has already been given.

The escalations allowed by Government are not at all in full compensation of the burden thrust on the Industry and besides the Industry's needs are not taken notice of by the Government while fixing the retention prices.

The contention of the Federation that the salaries of non-Wage Board employees have been galloping while the labour cost has been going down, is wrong.

The Federation's claim of increased production due to labour alone, which is denied gains of such increased productivity has no basis. Increase in productivity is contributed mostly by other factors like uninterrupted power supply, wagon movement, coal supply and above all improvement in technology.

The Federation has claimed living wage in their Statement and it has to be considered whether in the existing economic situation of the country, the cement labour is entitled to a living wage when the capital has not been assured of even 14 per cent return on capital employed.

The First Wage Board has linked D.A. to All India Consumer Price Index which has been adjudged as the proper basis to compensate rise/fall in prices and with cent per cent neutralization taken care of there is no case for any upward revision of rates of D.A. from Rs. 1/30 per point to Rs. 2/- per point as demanded by the Federation.

The revision of wage structure cannot arise unless there are special circumstances to increase minimum wage or there has been some gross injustice in a particular pay scale due to some error or omission.

Pay scales as on the date have been introduced as recently as in 1975. There is therefore no case for fitment or adjustment.

When even cent per cent neutralization is not permitted by Courts and Tribunals, how can more than cent per cent neutralization be contemplated by increasing the rate of D.A. and additional D.A. ?

There is no significant rise in the cost of accommodation in places where cement factories are situated as claimed by the Federation and hence there is no case for increase in house rent allowance.

34. The All India Cement Workers' Federation (AITUC), hereinafter called the "other Federation", in its Written Statement dated 30-11-1977 submitted as follows :

They admitted that out of their 30 Demands, all excepting 5 demands viz. Promotion Policy and Procedure (Demand No. 10), Recruitment (Demand No. 11), Housing (Demand No. 14), Acting Allowance (Demand No. 20) and Prevention of Pollution (Demand No. 21), are almost similar to the demands made by the Federation which are currently under arbitration by this Board.

The Federation stated that their demand for Rs. 675/- is based on the need-based wage formula. It further stated that the 15th Indian Labour Conference held at New Delhi in July 1957, accepted that the minimum wage should be need-based and should ensure the minimum human needs of the industrial workers.

The Cement Industry which has been in existence for the last 73 years and which has grown since these years into huge proportions should atleast think of paying the need-based wage now.

During the last few years the prices of essential commodities have been continuously growing up. Particularly during the last 6 to 8 months the prices have increased enormously.

The cement manufacturers have not suffered during all these years since they have got the enhanced retention price also and the production and profit figures have been on the increase.

The workers during the last four years have not given room for any type of industrial unrest or hampering production. Due to this co-operation of the workmen it has been possible for the employers to earn more and more profits.

The minimum basic wage has been demanded at Rs. 400 per month and the wage structure has been constructed on the basis of a wage span of 14 years for the pay scales of operatives.

It has stated that it has also sought to remove the efficiency bar since the system is outmoded and is given up by most wage fixing authorities.

It has also stated that the D.A. as on 1-3-1977, the date from which it has demanded the revision of wage structure is Rs. 136/50 and what they are demanding is Rs. 220/- at the C.P.I. figure of 305 as on 1-3-1977, because the existing D.A. does not fully neutralise the cost of living of the lowest paid worker. The element of additional D.A. has been incorporated since even during the last agreement dated 7-5-1975, the increase of Rs. 78/29 given under the award of the Labour Minister it was reworked into new basic and new A.D.A. of 24 per cent and 5 per cent which actually eroded the real wages of the workers.

The H.R.A. of Rs. 45/- per month is absolutely reasonable in view of the prevailing situation in respect of House Rent.

It has been the longstanding demand of the workers in the Cement Industry that there should be (a) standard nomenclature, (b) fixation of trades in proper grades. In the Cement Industry this principle is followed more in the breach than in practice.

In the Cement Industry there is no promotion policy and procedure. In most of the Units there is no codified procedure at all.

A promotion policy can be either vacancy based or non-vacancy based. Since vacancy-based promotion procedure has led to quite a lot of difficulties including saturation of promotion in industries which are old, the present day thinking is to evolve a non-vacancy based promotion procedure.

In respect of the rest of the demands, viz., demand nos. 11 to 30, some of them are already existing and only the quantum is sought to be revised. In respect of other demands such as Leave Travel Allowance, Night Shift Allowance, Dust Allowance, Washing Allowance, Heat Allowance, Acting Allowance and Heavy Vehicle Allowance, they are all allowances pertaining to the nature of jobs in the Cement Industry. Some of these allowances are in existence in some other industries. Leave Travel Allowance is a facility and a welfare measure that has been accepted and implemented by the enlightened employers both in the public and private sectors. Hence all these demands are justifiable.

It has submitted that in the present day context and on the basis of the performances of the Industry it is possible for the employers to meet its demands.

It has stated that there is already growing discontent among the workers in the Cement Industry and it would meet the ends of justice if the cement workers are granted an INTERIM RELIEF of Rs. 100/- per month per worker with effect from 1-3-1977, pending final award on other issues.

35. The C.M.A. in their reply to the AICWF i.e. the other Federation's (AITUC) Written Statement has stated as follows :

The contentions of the AICWF are that the cement workers are entitled to need-based wage as contemplated by the 15th Indian Labour Conference and that the wage fixation authorities have not fixed the wages on the basis of need-based wage. The need-based wage was substantially increased by the Award of the then Labour Minister, Shri Raghunatha Reddy. The CMA has already pointed out in their Statement and reiterated that the existing wages of the cement workers are far higher than the need-based wage.

The Cement Industry is already paying need-based wage and therefore the cry of the AICWF that it should pay need-based wage is uncalled for.

The CMA has pointed out that there being cent per cent neutralization in the scheme of D.A., the entire rise in the cost of living is taken care of in the variable DA.

The CMA has denied that the cement manufacturers have not suffered in the fixation of retention prices. They have further pointed out that even rehabilitation conceded by the Tariff Commission (1974) has not been granted by the Government while fixing the retention prices and several other costs are not permitted.

The CMA has pointed out that if the workers have co-operated and have not hampered production they have also benefited thereby.

The CMA has submitted that the pay scales are long-term arrangements and cannot be disturbed within such a short time.

The principle of higher DA for other staff is not called for as the principle of cent per cent neutralization is not for all categories, but only for the workers in the lowest category.

The CMA has denied that the workers are forced to pay exorbitant rents or that it is difficult for them to procure houses.

The CMA has denied that there is considerable job exploitation as contended by AICWF.

As regards the Statement of the AICWF in support of promotion policy and procedure, the CMA pointed out that promotion has been recognised as a managerial function and no general demand can be raised and no Award can be made as to lay down promotion policy. Further promotion policy is not a matter covered by the present arbitration.

36. The National Labour Organisation Ahmedabad, on behalf of its affiliates, submitted separate Statement of Justification dated 13-1-1978, upholding the demands of the Federation in respect of wages covered by Demands 1 to 8. According to them also, the present minimum emoluments are quite low and need upward revision, as much water has flowed since the last Bipartite Settlement and the real minimum wage has declined considerably with the spiralling prices. They further contended that even as per norms of the 15th Indian Labour Conference, the minimum wage on basis of 1977 index should be Rs. 610 as demanded by the Federation. The employers have immense paying capacity. The NLO also supported the demands of the Federation for revision of wage structures with benefits of fitment and adjustment.

With regard to the DA they pleaded that with steep rise in prices, the present degree of neutralization is quite insufficient and hence need to be revised. The demand of the Federation to raise the rate from Rs. 1.30 per point for rise/fall to Rs. 2 is reasonable according to them. They also supported the contentions of the Federation for rise in additional DA.

As regards HRA also, they fully supported the Federation's demand.

37. After receipt of the pleadings the parties were asked to submit a list of documents on which they would like to rely. These were filed by the parties in stages. Only the CMA wanted to adduce evidence in respect of their 'rehabilitation claims', unless the Board accepted the recommendations of the Tariff Commission in this regard. The Board expressed the view that there is no need for any evidence for this limited purpose, as the Report of the Tariff Commission is a public document and can be referred to by the CMA during the course of its arguments. The Board, therefore, decided to proceed on the basis of the Written Statement, counters and replies, the documents relied on by the parties and the points raised during the oral arguments and replies. The list of documents relied on by the parties is in Annexure III.

38. At the first formal sitting of the Board in Bombay on the 26th and 27th of December 1977, Shri C. L. Dudhia,

Counsel for the Federation opened the case of the workers, and Shri I. M. Nanavati, Counsel for the Management briefly explained the case of the Management.

39. Regional Hearings were held at Bangalore on the 11th and 12th of January 1978, covering the States of Andhra, Karnataka, Tamilnadu and Kerala; at Bombay on the 30th and 31st of January 1978, covering the States of Maharashtra and Gujarat; at Jaipur on the 20th and 21st of February 1978, to cover Rajasthan, Punjab, Haryana and Jammu & Kashmir; at Bhopal on the 6th and 7th of March 1978, covering Madhya Pradesh; at Patna on the 5th and 6th of April 1978 and at Ranchi on the 11th and 12th of May 1978, to cover Uttar Pradesh, Bihar Orissa, W. Bengal, Meghalaya and Assam. As hearing of some of the Units in these last-mentioned region could not be completed in the Sittings at Patna and Ranchi, the Board gave them time on the 10th June 1978 at Bombay.

40. After completion of the regional hearings, the final arguments commenced at Ahmedabad on 11th June 1978 and continued for the two more days when Shri C. L. Dudhia argued in support of the Federation's demands. Shri Dudhia was to continue his arguments in Bombay at the next Sittings of the Board on the 1st and 2nd July 1978. But Shri M. C. Narasimhan, Counsel for the other Federation, desired that he should be heard on the 1st and 2nd July 1978 at Bombay. Shri Dudhia was good enough to agree to accommodate the request of the other Federation, and it was therefore agreed that the other Federation would address its arguments in Bombay on the 1st and 2nd July 1978.

41. The other Federation presented a document running to many pages and called it as its Statement of Justification. Since the other Federation had already filed its Written Statement on 30-11-1977 and since the time given to the other Federation for reply was long since over and since the arguments had already started, the Board felt that it could not accept any Written Statement/counter at that stage, as that would lead to further delay and might be unfair to the parties. The Board, however, suggested that the other Federation could refer to the contents of that Statement as part of its arguments.

42. Upon the other Federation requesting for a Written Order, a Written Order was accordingly handed down on the 12th June 1978. The other Federation filed a Writ petition in the Karnataka High Court challenging this Order and did not attend the Sittings of the Board on the 1st and 2nd July 1978. Although the Karnataka High Court has not granted any "stay", its representative did not turn up as agreed and such conduct by the other Federation upset our schedule and the Board had to waste a couple of working days on this account, particularly as the Board was functioning under extended time and with a tight schedule. We later on learnt that the Karnataka High Court dismissed the Writ Petition by the other Federation.

43. After Shri Dudhia concluded his arguments, Shri Nanavati, Counsel for the CMA wanted to file two affidavits one by Shri V. J. Padalia and the other by Shri S. K. Basu, dealing with financial Statements and profitability ratios. We felt that even as we had dealt with the other Federation's belated Statement, it was too late for the CMA to file any affidavits at this stage, which would lead to counter-affidavits and further delays, besides it being not fair to file an affidavit after the arguments on the labour side was over. However, as in the case of the other Federation, the Board observed that the CMA was free to refer to the contents of these documents during their arguments as part of their arguments for whatever they were worth. Shri Nanavati was good enough to agree to this proposal of the Board and these documents were therefore not treated as affidavits.

44. On 3rd July 1978, the National Labour Organization, represented by Shri D. S. Vasavada and Shri Rashiklal Mehta, was heard. The representative of the Bhartiya Mazdoor Sangh who also wanted to be heard, was given an opportunity and Shri Inder Bahadur Singh of the BMS appeared before us on 3-7-1978 and generally supported the demands, statements and arguments made by the Federation. The Centre of Indian Trade Unions also wrote to us seeking to present the case on behalf of its members. They were accordingly given an opportunity. But Shri Ramani,

who was to represent the CITU was not present and Shri Panalal Chatterji of the CITU who was present addressed us, particularly in respect of the Unit in Jamshedpur. We were again approached for one more opportunity by the CITU stating again that Shri K. Ramani would be appearing. Again, an opportunity was given on 16-8-1978 and this time too Shri Ramani could not come. We were informed that he was ill and the CITU was represented by Shri Vaidyanathan, who also supported the Federation's demands, statements and arguments.

45. Some of the individual Unions which had filed their Statements generally supported the Federation's demands.

46. The final Hearings were continued in Bombay on the 15th, 16th and 17th July, when the other Federation's Counsel Shri Narasimhan argued the other Federation's case. After Shri Narasimhan concluded his arguments, Shri Dudhia, Counsel for the Federation, continued his arguments on 25th, 26th and 27th of July 1978. Shri Dudhia concluded his arguments on the 16th August 1978 followed by the CITU's representative as stated earlier. Shri Nanavati, Counsel for the CMA commenced his arguments on the 16th August and continued on the 17th, 18th 23rd, 24th and 25th August 1978.

47. The Managements of Rohtas Industries Ltd., Sone Valley Portland Cement Co. Ltd., and Ashoka Cement as well as the UP Cement Corpn. and Dalmia Dadri Cement desired to supplement the CMA's statements and arguments and wanted an opportunity to be heard by the Board. The Written Statements on behalf of these Companies stated that they were suffering losses on account of various factors and appealed to the Board to exempt them from any burden that may be imposed by the Award of the Board. Shri A. B. N. Sinha appeared for the Rohtas, Ashoka Cement, Kalyanpur and Sone Valley and Shri S. N. Bhandari appeared for the Dalmia Dadri Cement. The UP Cement Corporation was represented by Shri Nanavati, by a special authorisation. The case for these factories in Bihar and Dalmia Dadri was argued by Shri Sinha and Shri Bhandari. After Shri Nanavati concluded his arguments on 26th and 27th August 1978, the Counsels for the Federation Shri Dudhia and Shri Narasimhan for the other Federation and Shri Vasavada for the NLO submitted their reply arguments to the points raised during the course of the arguments by Shri Nanavati, Shri Sinha and Shri Bhandari on the 11th and 12th of September 1978. Shri Nanavati spoke with the permission of the Board in clarification of his earlier stands towards the close of the Hearing on 12th September 1978. With this the arguments and reply arguments of the parties concluded.

REGIONAL HEARINGS:

48. At all the Regional Hearings a large number of Trade Union representatives were present and made their representations on local problems touching the issues referred to arbitration by us. In regard to the general issues, the Trade Union representatives generally supported the Statement of Justification and the stand taken by the Federation.

49. One of the general complaints which was heard in all the Regional Sittings from the Trade Union representatives related to increasing employment of Contract Labour by some employers even in new areas, i.e. beyond those permitted by the Wage Boards for the Cement Industry with low emoluments and resulting malpractices. The Unions demanded total abolition of Contract Labour system and absorption of the workers employed under Contract system into the regular employment of the Company. They also wanted alternatively the extension of the same wages, allowances and other amenities and benefits to labour employed by Contractors as regular employees of the Company.

50. Another common complaint in all the Regional Hearings related to the wrong designations of some of the workmen and consequent low rates of wages. They also complained that some workers doing the same work are graded differently and under the scheme of overlapping wages they always suffered.

51. Another complaint related to disparities in salaries and amenities between employees/workmen in the Factory and Head Office. There was a general demand raised by all the Trade Union representatives in all the centres for payment of Rs. 100 per worker per month as 'interim relief'.

52. In our Jaipur, Patna and Ranchi Sittings, complaints of mismanagement by certain Companies in these regions such as Jaipur Udyog, Sone Valley, Rohtas Industries, Dalmia Dadri were heard. But then the Board wanted the complainants to be specific in their allegations and support them by an affidavit. Although the Unions promised to send such affidavits, they did not send the same.

53. Trade Union representatives complained that the UP Cement Corporation employs a large number of Contract Labour as well as convict labour in the mines. They further stated that these workers are paid extremely low wages sometimes like Rs. 3 to Rs. 5 a day. They further stated that the UP Cement Corporation had paid Rs. 90 lacs as consultants' fee which was termed as unwarranted and high.

54. They pointed out that even where Cement Wage Boards had permitted employment of Contract Labour, they had directed that the wages and other amenities should be on par with the regular employees. They further complained that employment of Contract Labour in Quarry and sometimes even in regular production process and maintenance and repair work was against the recommendations of the Wage Boards and amounted to unfair labour practice.

55. In Dalmia Dadri the complaint of mismanagement over Rs. 2 crores which was cited by the Union as a specific case was also found to be covered by the Company's Audited Report. Management's representative admitted that the management has since been assisted by the Industrial Reconstruction Corporation and the Board of Directors has been reconstituted with the representatives of the Financing Institutions and they are now trying to rework the Company on an efficient basis.

56. In respect of other complaints of mismanagement the matter rested with allegations and denials and as the Unions did not come forward with any affidavit containing specific allegations for the Board to enquire into with a view to arrive at the true paying capacity of the Companies concerned, the Board could not pursue the matter further.

57. There was a special Written representation on behalf of the Managements of Rohtas Industries Ltd., Sone Valley Portland Cement Co. Ltd., Ashoka Cement Ltd., and Kalyanpur Lime and Cement Works Ltd. The Managements' representatives for these Companies highlighted the difficulties faced by these Companies and sought total exemption from the operation of any award the Arbitrators might make.

58. The regional visits enabled the involvement of almost all Registered Trade Unions in the Industry in the country. Although Managements' representatives covered by the regional Hearings were not always present in all the regional Hearings, they were covered by the representatives of the CMA who were present in all the Hearings.

59. The list of the Trade Unions as well as the Managements who appeared before us at the various Regional Hearings will be found in Annexure VII.

60. After completion of the regional Hearings and before hearing the parties on the 28 Demands referred for arbitration, the Board took up the preliminary issue raised by the Management's Counsel, Shri Nanavati.

61. The preliminary issue raised by him related to whether the Arbitrators are required to give reasons in their Award for their decisions or whether it was sufficient if they give only their findings. Shri Nanavati contended that when the Arbitrators are appointed under Section 10A of the I.D. Act particularly along with the 'Notification' under Sub-section 3A of Section 10A of the I.D. Act, the Arbitrators' decisions would be binding not only on the signatories to the Arbitration Agreement but also on others and that would amount to one of the several methods of the discharge of the sovereign functions of the State. Therefore, the arbitrators would suffer from all the trappings of a Labour Court, Industrial Tribunal and National Tribunal, and that the Arbitrators are bound to give reasons in support of their decisions.

62. Shri Nanavati cited the decision of the Supreme Court in Rohtas Industries case reported in 1976 (1 JJ, page 274.

63. In para 12 of the Judgement the Supreme Court observed :

"It is legitimate to regard such an arbitrator as part of the methodology of the sovereign's dispensation of justice thus falling within the rainbow of statutory Tribunals amenable to judicial review."

64. Again in para 17 of the same decision the Court has observed :

"The need for a speaking order where considerable numbers are affected in their substantial rights may well be the facet of natural justice for fair procedure."

65. In para 32 of the same decision, the Court has further observed :

"The consent of the parties cannot create arbitral jurisdiction under the Act".

66. The above cited decision of the Supreme Court clearly places the Arbitrator on par with Labour Court, National Tribunal and Industrial Tribunals, and their decisions are subject to judicial review. Therefore, the Arbitrators are required to make a speaking order, so that the reasons based on which the award is given can also be looked into by the Supreme Court.

67. Shri Nanavati, however, made his position clear that it was not his object to convert the Arbitration proceedings into proceedings before a Labour Court or Tribunal, and all that he wanted was a reasoned award from us, so as to avoid any legal infirmity rendering the entire exercise futile. We appreciate the intentions behind Shri Nanavati's presentation of the 'case law' on the subject.

68. We are bound to respect the decision of the Supreme Court. We will, therefore, be giving our award supported by the reasons therefor. Please see the 'Clarificatory Note No. 1' by Shri G. Ramanujam, one of the Arbitrators, as well as the clarificatory note by Shri R. P. Nevatia, the other Arbitrator.

69. Another issue related to the powers of an arbitrator in respect of compelling production of documents inspection of the same and examining witnesses on oath. Sub section 3 of Section 11 of the I.D. Act which deals with these powers have not given these powers to an arbitrator, while the same have been given to Labour Courts. Industrial Tribunals, etc. is reproduced below :

"(3) Every Board, Court (Labour Court, Tribunal and National Tribunal) shall have the same powers as are vested in a Civil Court under the Code of Civil Procedure, 1908, when trying a suit, in respect of the following matters, namely :

- (a) enforcing the attendance of any person and examining him on oath;
- (b) compelling the production of documents and material objects;
- (c) issuing commissions for the examination of witnesses;
- (d) in respect of such other matters as may be prescribed :

and every enquiry or investigation by a Board, Court (Labour Court, Tribunal or National Tribunal) shall be deemed to be a judicial proceeding within the meaning of Sections 193 and 228 of the Indian Penal Code".

The omission of the Arbitrators in the sub-section is significant.

70. It was pointed out to us that the rules framed under the I.D. Act provide for Arbitrators examining witnesses on oath. The issue arises whether the Rules can confer any new right which the Act did not. The rule making powers are only subject to the provisions of the Act. We understand in the new 'Comprehensive Industrial Relations Bill' introduced in Parliament towards the end of August this year, the Section 11 has been amended to give these powers to Arbitrators also. If so, the new Bill seeks to fill up what was admittedly an omission.

71. But in any case, although this matter was discussed at some length it was not necessary for us to come to any decisions on this issue. At one stage the CMA wanted to examine witnesses to adduce evidence to prove the Industry's rehabilitation claim, but it was prepared to waive it after the Board agreed that the recommendations of the Tariff Commission in this regard can be relied on by the CMA. The Board observed since the Report of the Tariff Commission is a public document, it was open to CMA to refer to its recommendations. And this satisfied the CMA. There was a demand to examine some witnesses by Shri Sinha, Counsel for some units in Bihar, on the issue of 'Capacity to Pay'. This also became unnecessary as the audited Balance Sheets and Profit and Loss Accounts of these units were to be considered along with other factors to judge this aspect of the case and the examination of witnesses was not therefore pressed either by Shri Sinha.

2. Scales of Pay for operatives :

The following scales should be introduced from 1-3-1977 :

GRADES :	years
E Rs. 390.00+(Rs. 6.50×12)=Rs. 468.00	12
D Rs. 416.00+(Rs. 7.80×13)=Rs. 517.40	13
C Rs. 448.50+(Rs. 10.40×14)=Rs. 594.10	14
B Rs. 481.00+(Rs. 13.00×14)=Rs. 663.00	14
A Rs. 513.50+(Rs. 18.20×10)=Rs. 695.50+(Rs. 20.80×4)=Rs. 778.70	14

N. B. : Employees whose designations are also found in next higher grade will be promoted in higher grades as and when they reach the maximum of the lower grade. Promotions will be given earlier on merit and also when vacancies fall in higher grade.

3. Scales of Pay for T. C. Clerical, Lower Technical and Supervisory Staff :

The following scales should be introduced from 1-3-1977 :

GRADES	years
T. C. Rs. 420.00+Rs. 8×8=Rs. 484.00-EB-Rs. 10×8=Rs. 564	16
I Rs. 440.00+Rs. 10×10=Rs. 550.00-EB-Rs. 12×9=Rs. 658	20
II Rs. 465.00+Rs. 12×10=Rs. 585.00-EB Rs. 14×10=Rs. 725	20
III Rs. 490.00+Rs. 14×10=Rs. 630.00-EB- Rs. 15×11=Rs. 795	21
IV Rs. 520.00+Rs. 18×10=Rs. 700.00-EB Rs. 20×11=Rs. 920	21
V Rs. 540.00+Rs. 20×5=Rs. 640.00+Rs. 22×6=Rs. 772.00-EB Rs. 24×11=Rs. 1036	22
VI Rs. 550.00+Rs. 22×5=Rs. 660.00+Rs. 24×6=Rs. 804.00-EB Rs. 30×11=Rs. 1134	22
VII Rs. 585.00+Rs. 25×10=Rs. 835.00-EB Rs. 30×14=Rs. 1255	24

N.B. : Those whose designations are also found in next higher grades will be promoted to higher grades as and when they reach the maximum of the lower grades. Promotions will be given earlier on merit and also when vacancies fall in higher grades.

4. Fitment :

Employees will be fitted into their respective grades as under :

Those who are below the minimum of their new grades will be brought to the minimum of the revised grades and those who are higher than the minimum of the grades will be fitted at the next higher step if they are not in step of the grades.

5. Adjustment :

Employees will be given one additional increment in their respective new grades for every five years of service or part thereof with a maximum of four increments after fitting them into new grades.

The new minimum salary, scales of pay, DA, additional D.A. etc. will remain in force for three years but the employees to get their yearly increments till the new revision is introduced.

6. Dearness Allowance :

Rate of neutralization for rise or fall over 305 Index should be Rs. 2 per point. Rise or fall in consumer price Index will be adjusted only above 305 points i.e. dearness allowance should not go below Rs. 220 for 26 working days.

The labour side also did not want to adduce any oral evidence. They were, therefore, no witnesses to be examined, and the issue regarding the powers of the Arbitrators in the regard became purely academic.

72. We now proceed to consider the various Demands referred to us for arbitration. We see it will be convenient to group demand Nos. 1 to 7 and deal with them at one place as they all relate to basic wages and D.A. We give below the seven demands as made by the Federation.

DEMAND NOS. 1 TO 7 :

1. Minimum Emoluments :

Minimum total emolument for an unskilled employee should be basic Rs. 390 and DA Rs. 220 at the All India Consumer Price Index Number 305 (BASE 1960=100).

7. Additional Dearness Allowance :

For Operatives : 2-1/2 per cent of basic salary to B Grade, 5 per cent to D Grade and 10 per cent to C, B, and A Grades.

For T. C. Clerical, Lower Technical and Supervisory Staff : 10 per cent of their basic salary plus Rs. 15 more than the D.A. payable to Operatives.

For the first time in the Cement Industry an attempt was made to fix wages, D.A., classification, fitment, etc. on a national scale by the First Tripartite Central Wage Board for the Cement Industry. The recommendations of that Wage Board were accepted by the Central Government and it came into force from 1st January 1960. These recommendations applied to all the cement factories and limestone quarries owned or leased by cement producers as well as the workers employed directly or through contractors, except those workers who were engaged on construction work and on work purely of a temporary nature not connected with the manufacturing process.

73. One achievement of this First Wage Board was the unanimous acceptance by labour, employers and independent members, including the Chairman, who was an experienced Retired Judge of the Industrial Court of Bombay, that for purposes of wages, D.A., H.R.A., etc., in the Cement Industry, the whole country will be taken as one region and uniform scales of wages D.A., and H.R.A., were recommended by the Wage Board for the whole country, accepted by the Government and implemented by the Industry throughout the country.

74. The Wage Board fixed basic wages, D.A. linked to consumer price Index and an additional D.A. at 5 per cent of the basic wages for certain categories and at 10 per cent of the basic wages for certain other categories.

The Operatives were classified into five grades, viz., Grade A—Highly skilled, B Grade—Skilled (upper), C Grade—Skilled (lower), D Grade—Semi-skilled and E Grade—Unskilled. This was based largely on the pattern of the then existing classifications in the factories of the ACC., which represented a substantial section of the Industry.

75. Clerical, Lower Technical and Supervisory Staff were classified into seven categories. A separate grade was also given for Tally Checkers. These broad classifications more or less obtain in the Industry even today.

76. After the expiry of the period for which the recommendations of the First Wage Board were to be in force, the Government appointed a Second Tripartite Wage Board for the Cement Industry which gave its recommendations in 1967 and they were implemented from February 1968. The second Wage Board gave an increase ranging from Rs. 10 to Rs. 32.50 depending upon the length of service in the grade. The M.R.A. was raised from Rs. 7.50 to Rs. 13 per month. The D.A. was fixed at Rs. 1.40 for a unit of two points rise or fall over 200 points of the 1949 C.P.I. series. At the index of 200 points the D.A. was fixed at Rs. 87.50 over and above that, the percentage D.A. at 5 per cent or basic wages for 'D' grade Operatives and 10 per cent of basic wages to C, B and A grade Operatives as well as Tally Checkers and Grades 1 to 7 of the Clerical, Lower Technical and Supervisory Staff were allowed to be continued. The frequency of changes in the D.A. which was once a month under the recommendations of the First Wage Board was revised by the Second Wage Board to every quarter beginning with 1st July. The recommendations of the Second Wage Board were to remain in force for a period of five years from February 1968.

77. The Federation was not happy with the recommendations of the Second Wage Board and raised a 'Charter of Demands' and gave a call for nationwide strike from 14th August 1972. When the strike was on, the then Prime Minister Smt. Indira Gandhi intervened and gave an interim increase of Rs. 25 per month per worker with effect from 1st June 1972 and following this interim increase the strike was called off.

78. Since Rs. 25 awarded by the then Prime Minister was only by way of interim increase, a Bipartite Wage Negotiating Committee was set up by the Government of India to evolve a revised suitable wage structure for the Industry. Such Bipartite Committees had also been set up at about the same time for several other industries, like Iron and Steel and the BHEL in the public sector. The Cement Bipartite Wage Negotiating Committee failed to reach an agreement even in regard to the minimum wages.

79. Following the failure of the Bipartite Committee, both parties agreed to leave the matter for decision by the then Union Minister for Labour Shri K. V. Raghunatha Reddy. In the meanwhile, there was an agreement regarding minimum wages, D.A., etc. in the Bipartite Negotiating Committee set up by the Government for the BHEL for their plants in Trichy, Hyderabad, Bhopal and Haridwar covering about 40,000 workers. Shri Raghunatha Reddy gave his award on 15-10-1973 practically on the pattern of the agreement reached in BHEL. This award gave an increase of Rs. 78.29 per month per worker and raised the minimum wage (i.e. basic including D.A.) to Rs. 295.10 per month at the All India Consumer Price Index of 227.

80. Under the Award of Shri Raghunatha Reddy, the H.R.A. which was Rs. 13 per month was not disturbed and allowed to continue. This award was given effect to from 15th September 1973. The basic wage under this award was fixed at Rs. 260 on the Consumer Price Index of 200 with 1960 as the base. For every point rise over 200, the D.A. was fixed at Rs. 1.30 and, therefore, for the remaining 27 points, the award gave a D.A. of Rs. 35.10 at Rs. 1.30 per point and thus the minimum basic wages and D.A. totalled Rs. 295.10 per month at 227 points. Shri Raghunatha

Reddy's award also directed that the Bipartite Wage Negotiating Committee should proceed with its work (now that the minimum has been settled) and finalise the wage structure and other allied matters within a period of three months.

81. Accordingly, the Bipartite Negotiating Committee for the Cement Industry continued their efforts to arrive at some settlement in regard to the wage structure but an agreement was found to be elusive and finally the parties sought the good offices of Shri T.A. Pai, who was then the Union Minister for Industries. With Shri T. A. Pai's good offices, the Committee reached an agreement on 7-5-1975, (vide Annexure IV).

82. The last mentioned Bipartite Settlement was in force upto 1st March 1977 and the employees are even now continuing to get wages, D.A., and other benefits in terms of the Bipartite Settlement dated 7-5-1975.

83. It is after the expiry of this Bipartite Settlement on 1st March 1977, that the Federation sought an upward revision of wages, D.A. and other service conditions. Since there was no settlement the Federation gave a strike call. This time on the intervention of the present Prime Minister Government of India, Shri Morarji Desai, all the 28 Demands covered by the Federation's Charter of Demands have been referred to our arbitration. Since the arbitration Agreement was delayed, strikes had already started in certain units but were called off the moment workers were informed of the Arbitration Agreement.

84. We are taking the first seven demands together, as already stated, as they form a convenient group. The minimum basic wage is sought to be raised to Rs. 390 per month and the D.A. to Rs. 200 at the All India Consumer Price Index of 305 with 1960 as the base. Demand No. 6, which deals with D.A. wants that D.A. to be increased to Rs. 2 per point of the 1960 series of All India Consumer Price Index for rise over 305 points. That is to say the Federation's demand is for a total wage of Rs. 610 (Rs. 390 + Rs. 220) at the index of 305, and if the Index Number goes below 305, even then that Rs. 610 per month as the minimum total wage should not be reduced.

85. The Federation has also given the details of scales of pay for Operatives and scales of pay for Tally Checkers, Clerical, Lower Technical and Supervisory Staff by its demand Nos. 2 and 3 and demand Nos. 4 and 5 with 'fitment benefit' and 'adjustment' as indicated above. By adjustment, the Federation meant 'service-weightage'. As part of its demand, the Federation has stated that the new minimum salary/scale of pay, H.R.A., additional D.A. etc. should remain in force for three years and that till the new scales of pay and allowances are introduced they should get their yearly increments as usual. Demand No. 6 deals with D.A. at Rs. 2 per point over 305, to which we have already referred. Demand No. 7 deals with additional D.A. for Operatives at 2-1/2 per cent of the revised basic wages to 'E' grade workers, 5 per cent to 'D' grade and 10 per cent to C, B and A grades. For Tally Checkers, Clerical and Lower Technical and Supervisory Staff, demand regarding additional D.A. is 10 per cent of their revised basic salary plus Rs. 15 more than the D.A. payable to the Operatives.

86. There was some discussion as to the number of workmen who will be actually covered by our Award. In the Government Order dated 28th November 1977, it is stated that the estimated number of persons affected or likely to be affected by this dispute as 90,000 approximately. The parties have stated before us the figure of 90,000 was given by way of abundant caution so as to include also contract labour. But they agreed before us that the actual figure (including contract labour) will be in the neighbourhood of 85,000 only. We, therefore, proceed in our award on the basis of this agreed approximate figure of 85,000 workmen.

87. The first efforts by the Government of India to ensure the workmen in organised industries a fair wage was the setting up of a 'Committee' on fair wages in 1948. The recommendations of this Committee are too well known to need any repetition here. Nine years after that, in July, 1957, at the 15th Indian Labour Conference, which is the highest Tripartite Body in the country with representatives of trade union organisations, employers' organisations, Labour Ministers of States, Employing Ministries of the Government

of India, and presided over by the Labour Minister of the Union Government, a unanimous resolution was adopted on the contents of the need-based minimum wage. The details of the contents of the need-based minimum wage are also too well known to need any repetition here.

88. While it has been Labour's claim that the need-based minimum wage has not been paid by most industries in the country and in any case, no Wage Board has ever given the need-based wage, and, in fact, they have admitted their inability to do so, the Management's counsel claimed that the recommendations of the First Cement Wage Board gave the workmen a need-based wage even as far back as 1960.

89. The attempts at quantification of the need-based minimum wage have not resulted in any one figure. In fact the estimates have been widely varying.

90. Shri Nanavati, counsel for the C.M.A., stated that the Industry is paying 52 percent more than the need-based minimum wage, while the counsel for the Federation as well as the other Federation and the other trade unions who appeared before us said that they are getting far below the need-based minimum wage. The National Commission on Labour in para 16.24 at page 236 of its report, observed as follows on the issue of the need-based minimum wage.

"The difficulty about the need-based minimum wage is not so much in regard to the nutritional requirements as it is in regard to the contents and monetary value."

91. The counsel for the Management invited our attention to paragraph 16.23 at page 236 of the Report of the National Commission on Labour and stated that the Commission has observed that the cost of the need-based wage varied from Rs. 155 p.m. to about Rs. 225 p.m. at the 1967 price level in different centres. Shri Nanavati referred us to the Table in Annexure II on page 246 of the Report of the National Commission on Labour which gave the figures mentioned by him. But the concluding sentence of the paragraph relied on by Shri Nanavati does not support the view canvassed by him. We reproduce below the relevant sentence from paragraph 16.23 of the said Report relied on by Shri Nanavati :

"Whilst we have referred to the exercises undertaken with the aid of the computer, we are expressing no opinion on the acceptability or otherwise of the conclusions drawn. That is a task which wage-fixing authorities may have to attempt in a manner which may appear to them to be fair and just."

Therefore it is obvious that the National Commission on Labour have not themselves accepted these figures and the issue is still wide open.

92. Shri Dudhia drew our attention to the concept and guidelines laid down by the Supreme Court in regard to wages and their fixation. In the Standard Vacuum Refinery Company Ltd.,—versus—its workmen case reported in 1961-I-LLJ page 227, the Supreme Court observed :

"It is well known that the problem of wage structure with which the industrial adjudication is concerned in a modern democratic state involved on the ultimate analysis to some extent ethical and social considerations.

The advent of the doctrine of a welfare state is based on notions of progressive social policy which have rendered the old doctrine of *Laisses Faire* as obsolete. In the 19th century the relations between the employers and the employees were usually governed by the economic principle of 'supply and demand'. The theory of 'hire and fire' as well as the theory of 'supply and demand' which were allowed free scope under the doctrine of *Laisses Faire* no longer held the field.

In constructing a wage structure in a given case, industrial adjudication does take into account to some extent considerations of 'right and wrong', propriety and impropriety, fairness and unfairness. As the social concept of the general community becomes more

alive and active, as the welfare policy of the State takes a more dynamic form, as the national economy progresses from stage to stage, and as under the growing strength of trade union movement collective bargaining enters the field, wage structure ceases to be a purely arithmetical problem. While considerations of financial position of the employer and the state of national economy have their say, the requirements of the workmen living in a civilised and progressive society also came to be recognised. It is in that sense, and no doubt, to a limited extent, that the social philosophy of the age supplies the background for the decisions of industrial disputes as to wage structure."

93. Shri Dudhia further added that the above decision of the Supreme court also dealt with the three broad categories of wages, viz. the bare subsistence wage a fair wage and the living wage, as well as the contents of the need-based minimum wage formula. He referred to the difficulty in quantifying the need-based minimum wage. There are several approaches to such fixation. The Supreme Court had expressed its views on the quantum of need-based minimum wage in the decision which it might be useful to consider. In this decision delivered 1961, the Court has based its findings on prices prior to 1960. The Court held :

"From the materials on record, it must be held that Rs. 273.65 P., which is the average of the operatives, and Rs. 301.16 P. which is the average of the operatives and clerical category taken together, and Rs. 370.15 P. which is the average of the clerical category could not be considered to have reached the standard of a living wage. They fall far short of the standard of a living wage. They might be treated as approximating to the lower level of the fair wage."

94. Shri Dudhia contended that it is the lower level of the fair wage that is the need-based wage. Even if one takes the lowest of the figures mentioned in the above figures, viz., Rs. 273.65 P. on 1960 prices as approximating to the need-based minimum wage, on the current index of 330 with 1960 as the base, the amount would be roughly Rs. 900/- per month according to Mr. Dudhia.

95. Shri Dudhia further drew our attention to the decision of the Supreme Court in the above case which commented on the Report of the Bombay Industrial Enquiry Committee appointed in 1940 at page 237 and 238—1961-I-LLJ and said :

"Therefore, though the expression living wage standard has been used by the Committee in its Report, we are satisfied that Rs. 50 to Rs. 55 cannot be regarded as anything higher than the need-based minimum wage at that time."

If Rs. 50 or Rs. 55 was the need-based minimum wage in 1940, considering that the Index Number is roughly not less than 14 times than the 1940 prices, the need-based minimum wage would work out to between Rs. 700 and Rs. 770. The Supreme Court has itself stated that the process of multiplying the wages arrived at for the earlier year, multiplying factor on account of the increase in CPI is not a proper one and that accounts for the difference between the two figures Rs. 770 and Rs. 900 both as need-based minimum wage. Shri Dudhia relied on these calculations of the Supreme Court to substantiate his claim that the need-based minimum wage has not been paid by the cement industry and thereby to refute Shri Nanavati's claim that the Industry is paying 53% higher than the need-based minimum wage.

96. The various decisions of the Supreme Court that have a bearing on wage fixation were cited before us by both Shri Nanavati, learned counsel for the management and Shri C. L. Dudhia the learned counsel for the Federation.

97. Shri Nanavati has referred us to the decision of the Supreme Court in the 'Express Newspapers Pte., Ltd.,—versus—Union of India and others reported in the same volume of the LLJ, viz. 1961-I-LLJ-339, which also deals with the concept of the living wage, fair wage and minimum wage. It also says :

"that in the fixation of rates of wages, which include within its compass the fixation of scales of wages also, the capacity of the industry to pay is one of the

essential circumstances to be taken into consideration except in cases of bare subsistence or minimum wage where the employer is bound to pay the same irrespective of such capacity".

"that the capacity of the industry to pay is to be considered on an industry-cum-region basis after taking a fair cross-section of the Industry."

"that the proper measure for gauging the capacity of the industry to pay should be to take into account the elasticity of the demand for the product, the possibility of tightening the organisation, so that the industry could pay higher wages without difficulty and the possibility of increase in the efficiency of the lowest paid worker resulting in increase in production considered in conjunction with the elasticity of the demand for the product and no doubt against the ultimate background that the burden of the increased rate should not be much as to drive the employer out of business."

98. There was considerable discussion before us as to the basis of arriving at the true capacity of the industry to pay. Employers generally urged that the capacity to pay must be arrived at after deducting not only depreciation from gross profits, but also rehabilitation and development rebate reserves, taxes, interest and fair dividends. Labour generally has been opposing this manner of arriving at the capacity to pay, and they urged that wages, being an item of cost, should take precedence over all these claims.

99. Shri Nanavati, counsel for the C.M.A. cited the decision of the Supreme Court in Gramophone Co. Ltd. Vs. its workmen, reported in 1964-II-LLJ-P. 131 where the Supreme Court considered the question of the gratuity and P.N. The Court took the view that P.F. and gratuity stand on the same footing as the burden cast on the Industry by wage structure. The Supreme Court stated in that case :

"Before the real profit for each of the relevant years is ascertained, amounts to be provided for taxation and development rebate reserve could not be deducted in order to ascertain the financial capacity of the employer. In considering the question of P.F. and gratuity, which stands more or less on the same footing, Industrial Tribunal has to look at the profits made without considering provision for taxation in the same of income tax as compared to provision for wage structure and gratuity, which stands on the same footing as P.F. which is also a retiral benefit.

"While on the one hand casting of this burden reduces the margin of profit, on the other hand it will result in the reduction of taxation in the shape of income-tax."

100. On behalf of the Federation, Shri C. L. Dudhia, relied upon the judgement of the Supreme Court in M/s. Unichem Laboratories Ltd.,-Versus-its workmen reported in 1972-I-LLJ-page 576, to show that the fair wage have a priority over depreciation and taxation. In that case, the net profits were arrived at by the company after deducting taxes, depreciation, and development rebate and the company had urged before the Supreme Court that such net profits should have been taken as indicating the capacity for the purpose of fixation of wage scales and D.A. The Tribunal in that case had taken the gross profit as the basis. The Supreme Court referred to its earlier decision in the Gramophone Company case, where development rebate and taxes were not permitted to be claimed in priority to the claim for wage increase. Thus the decision in the Unichem case also underlines the decision made in the Gramophone Company case, viz that the provision for taxation and the provision for reserves will not have precedence over claim for wages.

101. The Supreme Court in paragraph 53 of its decision in the Unichem case agreed that the Gramophone Company case there was no occasion to consider whether the depreciation reserve can be deducted or not in priority. A distinction was sought to be made by the management's counsel that depreciation is different from depreciation reserve and what the Supreme Court disallowed in priority was only the provision for depreciation reserve and not provision for depreciation

as such, for depreciation should be a charge on the profits.

102. It was sought to be further explained by the Management's counsel that provision for depreciation reserve meant a provision over and above the statutory depreciation due on the fixed assets employed in the working of the Undertaking and that it was only the provision for such excess depreciation as Reserve that will not rank for priority.

103. Finally Shri Nanavati referred us to the Supreme Court's decision in Shivraj Fine Arts Litho Works-Vs. State Industrial Court and others, reported in 1978-I-LLJ-page 532. This decision being the latest one also refers to some of the earlier decisions.

104. In this decision the Court, Shri Nanavati pointed out, made the following observations in paragraph 23 :-

"The factors which determine the capacity to pay will be the productivity of labour, the prevailing rates of wages in same or similar industries in the same or neighbouring localities, the present economic position of the Industry, its prospects in the near future, etc."

"The fair wage will grow with the growth and development of the national economy and the progress made by the Industry must be approximate to the capacity of the Industry to pay".

"As stated by the National Commission on Labour, a policy dealing with this chronic problem cannot be simply economic as it is to reckon with the relative multi dimension social phenomenon in which the workers and the management, the consumer and the society at large, and in consequence the State have a vital interest."

"The claims of the employees for a fair and higher wage depends not only on the financial capacity of the employer, but also on the interests of the consumer and the State, the employer's desire for a reasonable profit, the rise in price which may affect the consumer and national economy which may have an adverse effect on labour itself."

105. In paragraph 24 of the same Judgement, the Supreme Court has further observed :

"The profit and loss account, the prospects of the company improving itself in future and all other relevant matters will have to be taken into account....."

"We are unable to accept the contention of the learned counsel for the respondent that the gross profit alone has to be taken into account. Equally we are unable to accept the plea on behalf of the appellants that the net profit alone should be the basis for determining the financial capacity."

106. We feel that all the instances and case laws cited before us by both the parties on the question of 'capacity to pay' did not have much relevance to the case before us. Cement Industry is a controlled industry, and the prices at which cement has to be sold are not allowed to be fixed by the Cement manufacturers, but are fixed by the Government itself. Neither party cited before us any decision of the Supreme Court dealing with 'capacity to pay' of any such controlled industry. Therefore, all the discussions and learned arguments on the question of 'capacity to pay' would have been appropriate in the case of other industries.

107. Shri Nanavati, the learned counsel for the C.M.A. after citing all the aforesaid decisions of the Supreme Court was fair enough to state in the course of his arguments that his stand should not be taken to mean that while adjudicating the claim of labour for a rise in wages, the Arbitrator cannot take into consideration other relevant factors such as some recent settlements in the public sector undertakings, which have conceded increases in wages and other benefits to the employees. In fact, the copies of the latest Bangalore agreement were furnished to us by Shri Nanavati himself. Shri Nanavati further stated that such recent increases in wages in public sector undertakings have

indeed built up hopes and aspirations among the cement workers, and such increases may be taken into account as a relevant factor in coming to a decision by the arbitrators, having regard to the fact that cement industry unlike those Engineering industries produces essential commodity for mass consumption.

108. Shri Nanavati is right in his position for, otherwise it would mean wage claims in any controlled industry can never succeed, for the Government is not expected to fix the price of the commodity produced by the controlled industry at such a high level as to provide sufficient surplus capacity for wage increase. Indeed, when the prices are controlled by the Government, the 'capacity of the Industry to pay' is also controlled by Government and it would be, therefore, proper to see how Government itself has acted in response to the demands for wage increase by workmen in recent months. That is how the recent agreements in certain public sector undertakings have become relevant. Further, we cannot ignore the fact that the Government of India have also equated the wage increases in the cement industry with the increases given in the B.H.E.L. in the year 1973 while Shri K. V. Raghunatha Reddy the then Union Labour Minister gave his award. Also, we cannot ignore the fact that every time there was a wage increase right from the recommendations of the First Wage Board in 1960, such wage increases have been accompanied by Government's decision to increase the retention price of cement to provide the necessary capacity to pay. The increases given in Bangalore Industries also followed the cement pattern.

109. The First Wage Board unanimously came to the conclusion that :

"On the present retention price we have found that *prima facie* the Industry has no capacity to pay the higher wages recommended by us. No doubt, therefore, the question of granting the necessary increase in the retention price allowed to the producers will receive the Government's attention".

Vide paragraph 15.1—page 83—of the First Wage Board Report.

110. The Second Wage Board for the Cement Industry, while dealing with the capacity of the industry to pay also stated.

"The Industry does not appear to have the capacity to bear the burden of wage increases recommended in this Report. The Government may be pleased to consider this aspect."

Vide page 69—paragraph 7.1.9 of the Report of the Second Wage Board for the Cement Industry.

111. Again the Bipartite Agreement arrived at in 1975 with the good offices of Shri T. A. Pai, the then Union Minister for Industries, also says :

"The Ministers agreed that while granting escalation in the ex-works retention price of cement in July, 1975, Government will take into account the incidence of the revised wage structure as well as all the above decisions on the cost of labour for the production of cement."

112. It will thus be seen that a price revision has followed the wage revision all the time in this Industry because of the Government's control over the prices. Therefore, the Industry's apprehensions that Government may not provide adequate capacity to the Industry to meet the additional burden cast on the Industry by our award appear to be misplaced. The Industry's apprehension that just because the Government of India did not accept the Tariff Commission's recommendations for grant of Rs. 4/- per ton as rehabilitation allowance in fixing the retention price even the wage increase that might be awarded by this Board may not be compensated appears to as to be without foundation; for in the past every wage increase has been compensated by an increase in the retention price.

113. We are aware that Government cannot revise the prices steeply on account of wage increase. Therefore, the quantum of wage increase that might be awarded by us will have to be reasonable in keeping with the trend of wage movements in the country, particularly those in the public

sector where Government itself had accepted such increases as fair. We cannot forget the interests of the consumer by loading him with too high a price for cement.

114. It was often reiterated by the labour side that the black-market price of cement in the country is almost double the control price. But the Industry's reply to this is quite understandable, viz., that the manufacturers do not get the black market price, assuming that black market rate is as high as the labour side has alleged. It was also pointed out that the bulk consumer of cement is the Government itself. But Government itself has entered into agreement recently with the employers in the several public sector manufacturing undertakings granting wage increases and other benefits and, therefore, we can take them as a safe guide.

115. The only answer to eliminate black marketing in cement, or, for that matter, in any other commodity, is to make the production match the demand, and that cannot be achieved with discontented labour. While we agree that no section of labour shall be pampered at the cost of the industry or the consumer, at the same time, labour should not also be deprived of its legitimate dues and denied an increase in wages, while others who were on par with it till yesterday are getting it. We will, therefore, moderate our award, so that the increase will be within reasonable limits and also after taking into account the various principles laid down by the Supreme Court in its various decisions governing the problem of wage fixation.

116. Shri Nanavati for the Management placed before us a number of statements showing profitability ratios. He wanted to file an affidavit by Mr. Basu and Mr. Padalia after Shri C. L. Dudhia, learned counsel for the Federation, had concluded his arguments, to show that the Industry's capacity, as it exists now cannot permit of any wage increase. We could not accept the affidavit at that late stage, as it would be unfair to the other side. It was then stated by Shri Nanavati that figures have been compiled and tabulated by Mr. Basu from the published Balance Sheets and Profit and Loss accounts which are already on record. Shri Nanavati therefore, did not insist on affidavits of Mr. Basu and Mr. Padalia and he was permitted by us to refer to those tabulated statements on their own merits during the course of his arguments and subject to reply thereon by labour. It may be mentioned here that C. L. Dudhia, appearing for the Federation had also furnished to the Board similar statements in the course of his arguments, based on the figures furnished in the Balance Sheets.

117. Shri C. L. Dudhia referred us to the Supreme Court decision in the Ahmedabad Textile Mills D.A. Case—1966-1 I.L.J.—page 1, which did not attach much weight to these statements relating to profitability ratios as single purpose statements. He further pointed out that if that were so for the Textile Industry, it will be even less important in the case of the Cement Industry. The Supreme Court observed in that case :

"In dealing with the problems of financial capacity of the employers to bear the burden of wage structure, it would be inappropriate to rely solely upon the approach which an investor would adopt in such cases. Industrial adjudication should not lean too heavily on 'single purpose statements' or adopt any of the tests evolved from such statements whilst it is attempting the task of deciding the financial capacity of the employer in the context of the wage problem".

118. While considering the 'capacity to pay' we have taken into account the guidelines laid down by the Supreme Court viz., elasticity of the demand, industry's future, possibility of tightening up the organisation so that the consumer is benefitted, increase in production and productivity, profitability statements of a fair cross-section of the Industry and related matters.

119. The Federation in its written statement has stated that the cement Industry recorded its highest production of 18.64 million tons in 1976, the demand for cement did not lag behind but in fact far outstripped the supply, the industry is poised to produce 20 million tons in 1977 and still more

in the years to come. The Federation stated that although production has gone up, it has hardly kept pace with the demand and has fallen short of the demand. It estimated that there is likely to be a gap of 5 million tons between demand and supply by 1980-81. The Federation stated that the anticipated demand for cement expected by the end of the 6th Five Year Plan was of the order of 28 million tons, and to meet this demand the licensed capacity to the extent of at least 33 million tons have to be built up on the assumption of 85 per cent capacity utilisation.

120. The Federation further stated that quite a number of units have attained capacity utilisation upto 100 per cent and some even higher. Though the number has been varying on an average about 29 to 30 units have been able to utilise capacity exceeding 80 per cent.

121. It is obvious that the demand for cement is going to be far in excess of production. Therefore, the future of the industry is assured.

122. The room for tightening up the distribution system so as to benefit the consumer is also there. With an improved distribution system, the black market, which is admittedly flourishing now, can be eliminated and the consumer can be supplied cement at far cheaper rates than he is now paying; besides the consumer also can be sure of the quality, as often complaints of adulteration and short-weight at the retail sales point have been heard.

123. Several financial statements were filed before us during the course of the arguments both by Shri C. L. Dudhia and Shri Nanavati for the Federation and the C.M.A. respectively. We have examined those financial statements as well as the available Balance Sheets and P & L Accounts of the cement Companies.

124. Taking the financial condition of the Industry as a whole, which included several loss making units, over the last five years, we find that the return on capital employed is considerably less than 14 per cent which the Tariff Commission had recommended as the basis for fixation of retention price. Even after excluding loss making units, the return on capital employed for the five year period is substantially less than 14 per cent.

125. The best possible picture which Shri Dudhia took pains to place before us was to take into account only last two years profitability of the cement Industry and that too by excluding the loss making units, which gave just 14 per cent return on capital employed. If any additional burden is cast, then this 14 per cent would go down even in the case of those profit making units. In any case, we have to take the picture of the Industry as a whole or a fair cross section of it. On that basis, we find that even during the last two years, the Industry or a fair cross section of it has earned much less than 14 per cent return on capital employed.

126. The capital employed for this purpose includes Company's own share capital and reserves plus borrowed funds. Out of the return of 14 per cent allowed by the Tariff Commission, interest on borrowed capital (which even during the last two years stood at higher than 14 per cent) has to be deducted, which would then present a worse picture. But in order to assess the capacity of the Industry to pay, gross profit or net profit is not the only criterion. The Supreme Court has laid down several other aspects also that should be considered by Wage fixing authorities as pointed out by Shri Nanavati himself.

127. We have therefore taken into account all these factors before arriving at our conclusions.

128. The counsel for the C.M.A. informed us that the Government has also now accepted that the scientific basis is a net post-tax return of 12 per cent on net worth; in order to encourage new entrepreneurs to set up cement plants and to encourage the existing plants to make substantial expansion. The Government of India in their resolution dated 9th September, 1977, recognising the contention of the Industry that the present return is very low, have stated as follows :—

"In the meanwhile, Government had also been examining the question of fixation of prices for controlled

commodities and have come to the conclusion that in such cases the rate of return in general should be calculated on the net worth of the company, rather than on total capital employed."

"It has accordingly been decided that the ex-works price of new Cement Units should be fixed on the basis of a net-post-tax return of 12 per cent on net worth, the net worth being limited to a figure of Rs. 250/- per tonne of installed capacity instead of fixing the price on the basis of 14 per cent on total capital employed. This formula will be applicable to both new units as well as expansions of existing units."

The Industry contended before us that this net post-tax return of 12 per cent on net worth should be available to all units i.e. for the existing units also. But this is a matter which they will have to take up with the Government of India and not with us as we are not the price-fixing authority. We understand the Government has already set up a Committee for going into the cost-structure of the Industry with a view to fixation of proper price for cement.

129. As we have stated earlier we have taken into account besides the existing financial position of the Industry the trend in wage increases in other Industries, where wages were on par with the cement industry before such revision as well as other factors laid down by the Supreme Court. Having taken all these factors into account, we feel that the recurring additional burden imposed by our award will be around 25 Paise per bag of cement produced which we consider as quite reasonable. It is this amount which will have to be distributed among various demands, which we consider reasonable in the manner cited in our award hereafter.

130. In the BHEL where also the previous revision took place along with the cement industry and more or less to the same extent, the agreement expired and a Joint Negotiating Committee discussed the wage revision and arrived at an agreement for payment of interim increase in wages at 10 per cent of the total wages, viz. basic and D.A. The Secretary of the Industries Ministry (Department of Heavy Industries), Government of India who was also then holding the additional charge of Chairman of the B.H.E.L. is a signatory to this agreement.

131. The Government of India convened a Conference of representatives of trade unions towards the end of August 1978, at New Delhi and agreed that wage policy guidelines in the public sector will be evolved in consultation with trade union representatives. They are at the moment engaged in the process of setting up a machinery for that purpose. The B.H.E.L. agreement had necessarily, therefore, to be interim in nature, as a final settlement can be reached only after the wage policy guidelines are laid down by the proposed Joint Committee.

132. The interim agreement itself gave an increase of about Rs. 43/- to Rs. 80/- in the total pay of employees i.e. b.w. plus D.A. only. The other demands relating to H.R.A. etc., are still pending. This 10 per cent increase on total pay will qualify for the consequential benefits, such as for P.F. gratuity, ESI, bonus, leave with pay etc., and these would constitute roughly 40 per cent in their case, which means the interim burden cast on B.H.E.L. by agreement will range between Rs. 17/- to Rs. 32/- on this account thus making for a total approximately of Rs. 60/- to Rs. 112/- per worker per month.

133. Subsequent to the B.H.E.L. agreement there was a settlement under Section 12(3) of the I. D. Act dated 3rd September 1978, in respect of the several public sector undertakings in Bangalore and elsewhere, coming under different ministries of the Government of India, such as the Bharat Electronics Limited, Hindustan Aeronautics Limited, Hindustan Machine Tools, Indian Telephone Industries, Bharat Barth Movers etc. A copy of the agreement in B.E.L. Bangalore is annexed herewith as Annexure V. That agreement was without prejudice to the unions' right to take up the issue for revision of minimum wages and enhancement of the rate of neutralisation of D.A. at Rs. 130 P per

point of rise/fall in the local Consumer Price Index (1960=Base), if the Government of India agreed to improve the minimum wage, on the neutralisation rate beyond Rs. 1.30 P per point. The management also have agreed to make the necessary modifications in minimum wages and the D.A. neutralisation rate and consequential adjustments in wage structure in consultation with the unions, if the Government agreed to increase the minimum wages and the rate of D.A.

134. The agreement also provides that if the rate of minimum wages or D.A. are increased in any other public sector undertaking like B.H.E.L. they will also be entitled to the same. Under this agreement, the employees who are on the rolls of the company as on 31-3-1978 will get fitment benefit ranging from Rs. 45 per month to Rs. 85 per month. It has increased the H.R.A. with effect from 1-4-1978 by Rs. 10 to Rs. 25 per month. The fitment benefit referred to above is payable from 1-1-1977. For the employees who are not residents in the company's accommodation and who are entitled for the payment of H.R.A. they will also be paid the increased H.R.A. from 1-1-1977. The agreement provides many other fringe benefits also.

135. Under the Bangalore agreement, employees will be getting benefits in wages alone ranging from Rs. 55 to Rs. 110 and yet it is liable to be increased if Government agrees to have a higher minimum wage and a higher rate of D.A. for other public sector undertakings. It may be mentioned here that prior to the present agreement, these Bangalore units were also paying practically the same wages and D.A. as the Cement Industry.

136. When we have to think of the order of increase to be given to the cement workers in the country, we cannot ignore these recent trends in wage increase, to which the Government of India is also a party. In the course of argument, we got an impression that Shri Nanavathi, counsel for the C.M.A. was not averse to such a thinking by us. If we give wage increases more or less at the same level, but on a pattern suiting the requirements of this Industry, it cannot be considered unreasonable by any, including the C.M.A. and the Government of India. Therefore, we propose to award an increase similar, if not the same, as those undertakings have agreed to give.

137. Looking, however, to the composition of the workers in the industry, where the bulk of the workers are unskilled or semi-skilled, we would prefer that the lower-paid workers get a some what higher percentage of benefit than the relatively higher-paid. We, therefore, find some merit in a uniform lumpsum payment, as that would give the worker at the lower levels a higher percentage, and this percentage will taper off a bit in the case of higher-paid employees. We have taken all the relevant factors into consideration such as the recent trend in movement of wages, the Government's own policy, the need for augmenting production to relieve the shortage and the consequent increase in production and productivity, the capacity of the Industry, its future prospects, the consumer requirements etc. and we accordingly award that all workers who are in employment in the industry including quarry as leased by the cement producers as on 1st October 1978, and who may be subsequently employed by the Industry, whether as operative or tally checkers, clerical lower technical or supervisory whether under contractors (excluding those contract workers employed on construction work and on purely temporary work not connected with the manufacturing process), or whether employed departmentally, shall be given Rs. 55 per month as increase in his/her total emoluments. This increase will rank for all benefits to which B.W. or D.A. is entitled to, such as P.F., bonus, gratuity, ESI, overtime, leave with pay, lay-off, retrenchment compensation, etc. This amount will nartake the nature of both basic and D.A. but we do not want to split it to say how much of it is basic wage and how much of which is D.A. We direct that an additional column be opened in the wages register, so that in addition to basic wages and D.A. there will be a column to indicate 'award increase' under which this increase awarded by us will be accounted and paid.

138. Scales of Pay.—The existing scales of pay of operatives tally checkers, clerical, lower-technical and supervisory staff are governed by Bipartite agreement dated 7-5-1975. In as much as the basic scales of pay and salaries were finalised by bipartite agreement only in 1975, we do not think we should disturb these agreed scales of wages/salaries, as the intervening period has been too short. Normally the

scales of wages/salaries that are fixed either by agreement or by an award should operate for a fairly long period, and should not, therefore, be disturbed at too frequent intervals. Therefore, we are not revising the basic scales of wages/salaries for operatives or for other staff now, except for the extension of the ceilings as mentioned in the subsequent paragraph of our award. Consequently, the question of 'fitment' or adjustment will not arise.

We are, however, keen that no operative or staff member who is covered by our award shall remain stagnated during the period of operation of our award. We, therefore, award the extension of the existing ceilings of all basic scales of wages/salaries by four stages and the ceiling in all these scales, will therefore, be raised by four stages and every workman will, after reaching the present ceiling of the present scale continue to draw his annual increments at the rate last drawn for four more years, that is still he reaches the new ceiling awarded by us.

139. In regard to D.A., we find that even in recent agreements in other major industries referred to herein, copies of which both sides have produced before us and are on record, the rate of Rs. 1.30 P. per point of the 1960 consumer price index series has not been disturbed. We will not, therefore, be disturbing either the existing pattern or the rate of D.A. viz. Rs. 1.30 P. per point over 200 of the 1960 All India C.P.I. based on quarterly averages. If, however, Government decides in the future to increase the rate of Rs. 1.30 P. per point as D.A. in the public sector undertakings mentioned above, before this award expires the matter can be reviewed in this case also.

140. There is at present a scheme of additional D.A. which was also revised only in 1975 by the Bipartite agreement. That pattern and rate of additional D.A. also will continue to remain as now and there will be no change in it.

141. We now take up the demand for increase in House Rent Allowance. The Federation's demand is as follows:—

House Rent Allowance: The existing House Rent Allowance for different categories should be increased by Rs. 25 per month. Deduction of the house rent will remain the same as existed on the date of these demands for those who are provided Company's quarters.

We find that the H.R.A. of Rs. 13 fixed by the Second Wage Board in 1967 had not been changed by Shri Raghunatha Reddy's Award. Only in the 1975 Bipartite Settlement, an increase of Rs. 7 was given in H.R.A. It is impossible to get a house on rent for Rs. 20 p.m. There has been a steep increase in house-rent in recent years; and we feel there is a case for increase in H.R.A. We find that in the recent agreement in the public sector undertakings referred to by us earlier, there has been an increase in the H.R.A. from Rs. 10 to Rs. 25 per month. Since we have adopted a uniform increase in the case of wages, we would like to adopt a uniform rate of increase in H.R.A. also. We award an increase of Rs. 10 per month in the H.R.A. to all workmen, irrespective of whether they are working under contractors or departmentally factory or mines. We feel that the plight of the workmen who have not been provided accommodation by the employer is miserable. Even the present increase allowed in the H.R.A. cannot secure for the workers and his family proper accommodation and this will naturally tell upon his health and efficiency.

142. We would like all the employers at least in the Cement Industry to aim at cent-per-cent housing. We are informed that nearly 70 per cent of the workmen employed in the Industry have not been provided with any housing accommodation by the employers. We hope the percentage of workman housed will progressively go up, through a phased annual programme.

143. As regards recovery of house rent for those workers who have been provided with pucca houses with electricity for lighting, the principle and practice followed in each factory regarding recovery of house rent will continue undisturbed.

144. The unions have asked for retrospective effect in the increase in wages D.A., H.R.A., etc. from 1-3-1977 i.e., the date on which the previous agreement expired on the last

occasion also when the Bipartite agreement was arrived at through the good offices of Mr. T. A. Pai the then Union Minister for Industries, there was a gap of nearly 19 months, and instead of making the settlement retrospective by back-dating the operation of the agreement by 19 months, labour had agreed before Shri T. A. Pai that they would accept Rs. 450 as a lump-sum payment in lieu of the retrospective effect. They had further agreed that the said sum of Rs. 450 will not qualify for P.F., gratuity, ESI, bonus etc. We propose to follow the same agreed procedure this time also. Coincidentally the gap is more or less the same now also. We award a lump-sum of Rs. 650 in lieu of the arrears upto 1-10-1978 and this time too as in the past, this sum will not qualify for P.G., bonus, gratuity, ESI, etc. Managements will be permitted to pay the said amount in two equal instalments—one in January 1979 and the other in July, 1979.

145. Increases in wages, and H.R.A. awarded by us will come into force from 1st October, 1978, (except for the adhoc lump-sum in lieu of retrospective effect from 1-3-77 to 1-10-78) and will remain in force for a period of three years from that date i.e. 1-10-1978 till 30th September 1981.

146. Demand No. 9: Leave Travel Allowance: The Federation's Demand reads as under:—

"Employees should be given leave travel allowance (without any condition) at the rate of one month's salary including D.A. every year irrespective of whether they go out or not and whether they are residing in other states or in the same State (local).

The Federation submitted that this demand has been made with a view to abolish the discrimination between workmen and officers and with a view to extend and standardise the L.T.A. throughout the country. The demand also seeks to make it a real benefit, rather than a nominal benefit, where it is given as in the A.C.C. and to all the workers without any minimum distance qualification.

147. The Satna Cement Works is giving leave travel allowance to staff only drawing a salary of Rs. 1,000 and above. The Cement Corporation of India is giving L.T.A. to other than Wage Board employees. The Associated Cement Company, which represents a substantial section of the Industry, is giving this L.T.A. only to a few of its workmen subject to certain minimum qualification. The Century Cement is giving L.T.A. to employees other than workmen. The Kesoram Cement is also giving L.T.A. upto 5 per cent of the annual earnings to employees drawing more than Rs. 1,600 per month. In Sone Valley P.P.C. Ltd., LTA is given only to watch and ward personnel in the factory coming from Nepal, and in quarries all outside employees are given the L.T.A.

148. During the main arguments, considerable time was taken up by the Counsel for the Federation emphasising the justifiability of this demand. The Management's side sought to justify the discrimination between officers and workmen by saying that this is really a home travel allowance, in respect of employees in the higher grade, where recruitment is on an all-India basis. While this might be true for companies having units in more than one state like the A.C.C. in others this argument may not apply. This particular issue of L.T.A. being denied to workmen while all along it is being given to the higher-paid employees has been a source of irritation to the workers. Generally speaking, any unfair discrimination is bound to generate legitimate discontent. May be the quantum differs, but a total denial may not be justified. We, therefore, propose to award a reasonable L.T.A. to all the workmen employed by the industry, whether departmental or by contractors. At the same time, we have taken care to see that including this benefit the total overall burden which we have considered fair is not exceeded.

149. We have taken all the facts into account and we award a L.T.A. of Rs. 150 (Rupees one hundred and fifty only) to all workmen in the industry once in two years period commencing from 1st October 1978. The payment of this allowance will be at the same rate to all the workmen regardless of the distance they have to travel, whether to their native village or elsewhere, and irrespective of any proof of their actual travelling or expenditure incurred in this regard. Since we are not fully reimbursing the travel expenses, which is likely to be higher than the amount awarded by us, and since we do not want to complicate the

procedure, we have not provided for any insistence on proof of travel bills. This recommendation would apply to not only the labour directly employed departmentally, but also to labour employed in quarries as well as by contractors.

150. Demand No. 10 : Nomenclature : The Federation's demand is reproduced below :

"Proper nomenclature of each employee should be prepared and they should be classified into appropriate grades according to their duties".

This demand involves considerable study in detail and has been a standing demand by the Federation for a long time. Even the First and Second Wage Boards have not attempted this task because of the dimensions of the problem.

151. It is not possible to decide the nomenclature of each of the 85,000 employees as demanded by the Federation. What the Federation obviously wants is that there should be proper nomenclature of occupations based on the definition of duties and they should be properly classified into their appropriate grades according to the actual duties they perform. During the regional Hearings, workers' representatives represented to us that in a number of cases the grades allotted to workmen did not correspond to the duties they were performing. They drew particular reference to certain occupations, where the same work is performed by the different employees and the one is said to be in Grade I and the other in Grade II and Grade III, etc. Certain occupations like Fitters and Turners were cited as examples. We realise the importance of proper classification and job description and grading as this would greatly avoid individual discontent, which often gets blown into full-scale industrial disputes. We, therefore, sought the assistance of the Federation and the CMA and requested them to jointly study this problem and help us with agreed set of nomenclatures, descriptions of duties and gradation. The Federation nominated Shri I. M. Moinuddin, General Secretary of the Federation as its nominee and the CMA nominated Shri Ramamurthy of India Cements for the purpose.

152. To our regret, this two-man Committee was a non-starter. In the meanwhile, we were nearing the end of our labours and we felt greatly handicapped for want of a proper classification and designation of the workmen employed in the Industry. We once again requested the Federation and the CMA and this time the CMA was willing to spare Shri G. L. Govil of the ACC and he together with Shri I. M. Moinuddin of the Federation undertook this difficult and complicated task in all earnestness. We are happy to record that this two-man Committee has provided us with an agreed set of recommendations regarding nomenclature of almost all the occupations in the Industry with job descriptions and their grades. We have gone through their recommendations and we find them to be fair and reasonable. We, therefore, incorporate the Report of the two-man Committee as part of our Award in Annexure VI. We are particularly grateful both to Shri Govil and to Shri Moinuddin for the excellent help and exhaustive report they have made, but for which our labours would have remained incomplete.

153. Demand No. 11: Casual Labour: The Federation has demanded as under:

"Casual employees who have or will complete six months service should be made permanent".

Casual labour is defined as that labour which is engaged in work of a casual nature. If the work itself is casual the demand that workmen engaged in such work should be made permanent cannot lie. If however, labour is employed in work of a permanent nature and is called casual, then that would be a wrong classification and an unfair practice, which has to be corrected. This will, therefore, depend upon the facts and circumstances of each case. Our award is that no casual labour shall be employed in work of a permanent nature.

154. Demand No. 12: Contract Labour: Contract system should be totally abolished and the employees working under all contractors should be taken on company's permanent roll. Coal and gypsum handling sections should also be departmentalised.

Shri Nanavati, the learned counsel for C.M.A. submitted that after the enactment of the Contract Labour (Regulation and Abolition) Act, it is only the Committees appointed by the

appropriate Government under that Act, which can go into this question, and it is for the appropriate Government to decide whether employment of contract labour in any occupation in any industry should be either abolished or regulated according to the provisions of that Act.

155. In support of his contention Shri Nanavati cited the decision of the Supreme Court in Veg. Oil Case reported in 1971-2-LLJ-567.

156. Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 reads as under:—

"10. Prohibition of Employment of Contract Labour: Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board, or, as the case may be, a State Board prohibit, by notification in the official gazette, employment of contract labour in any process, operation or other work in any establishment.

2. Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors, such as:

- (a) whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment;
- (b) whether it is of perennial nature that is to say, it is of sufficient duration having regard to the nature of the industry, trade, business, manufacture or occupation carried on in that establishment;
- (c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;
- (d) whether it is sufficient to employ considerable number of wholtime workmen.

"Explanation: If a question arises whether any process or operation or other work is of perennial nature, the decision of the appropriate Government thereon shall be final

157. In the Veg. Oil case cited above, it appears the Industrial Tribunal decided that the contract system of employment in two different departments should be abolished. The Supreme Court in its decision seems to have upheld the abolition of contract labour in one of the department and did not permit the same in another. The reason according to Mr. Nanavati for not allowing the abolition of contract labour in the other department was that the Supreme Court felt that after the statutory enactment of Contract Labour (Regulation & Abolition) Act, 1970, the Tribunals had no jurisdiction to deal with the same, as that can be dealt with only by the respective State Governments through the Committees appointed by them for the purpose under that Act.

158. Shri Dudhia, appearing for the Federation, interpreted the Supreme Court Judgement in a different manner and contended that we have jurisdiction to consider the question. He was supported in this view also by Shri C. Narasimhan, counsel for the other Federation.

159. It seems to us that the facts relating to the case before us are entirely different and the facts in the Veg. Oil case cited in the above Supreme Court decision are clearly distinguishable from the facts and circumstances relating to contract labour employment in the Cement Industry.

160. The First Central Wage Board for the Cement Industry in its Report published long before the Contract Labour (Regulation and Abolition) Act was put on the Statute Book, referred to the recommendations of the Tripartite Industrial Committee, which had met earlier in Hyderabad, and observed as follows:

"The recommendations of the Tripartite Industrial Committee that contract labour should be abolished in

all operations connected with the manufacturing process (including quarrying operations), except loading and unloading operations, has been given effect to by some cement companies. We have no hesitation in saying that where it has not been done, it should be done within six months of the coming into force of our recommendations".

"Here we may point out that the working of the limestone quarries, calcareous sand (Marl) and shell deposits absorb a large number of labour employed in the cement industry. The work in the quarries is of a permanent nature".

"The Hyderabad Industrial Committee, therefore, rightly made specific reference to the abolition of contract labour in quarrying operations."

—vide paragraph 4.25 of the Report of the First Wage Board for the Cement Industry.

161. In respect of labour employed on loading and unloading operations, the First Wage Board had observed:

"Regarding loading and unloading operations, it seems to us that the difficulties found by the Sub-Committee still continue to operate; the arrival of wagons and supply of empties are not regular and affect the loading of the cement as well as the unloading of coal, gypsum, clay, bauxite, laterite, gunny bags, stores, machinery, spare parts, bricks, etc."

"It will also affect the unloading of limestone wherever such limestone is obtained from distant quarries over the State Railway system, and not by the producers' own transport arrangement, we would, therefore, allow contract labour to be employed in loading and unloading operations. To avoid any misunderstanding, we would clarify that loading would include packing as bags cannot be packed and stored, but have to be loaded straight into wagons, and, therefore, depend on the supply of wagons. The contract system would, therefore, be permissible here but not for branding in gunny bags and making valves in gunny bags both of which can be done independently of actual loading."

—vide paragraph 4.26 of the Report of the First Wage Board for Cement Industry.

162. In regard to wages and other allowances and amenities payable to contract labour, the said Wage Board had observed:

"Wherever contract labour is employed in the Cement Industry, such labour should get the same wages, D.A., leave, medical facilities, hours of work and overtime as departmental labour, and they should also get the same rate of bonus. If any contract labour is getting any benefits at any place other than those mentioned above under an award or settlement, such benefits should continue during the pendency of the Award or Settlement."

"We would also recommend that the employers should carry more direct responsibility to ensure that the contractors make payment to their labour on the employers' premises and in the presence of a representative deputed by the employer to check and supervise such payments"—

—vide paragraph 4.27 of the First Wage Board Report.

163. The Wage Board further observed that contract labour employed on construction work and on purely temporary work, not connected with the manufacturing process, are not covered by the recommendations of the Committee in regard to contract labour.

164. The aforesaid unanimous recommendations of the First Wage Board to which labour and management in the Industry are parties have been accepted by Government and implemented by the Industry by and large from 1960. Therefore, contract labour stands abolished by the unanimous recommendations of the Wage Board as far back as 1960 in all occupations, except unloading, loading and packing. It has

also been settled finally by the Wage Board and accepted by the Government and the Industry that contract labour wherever employed should get the same rates of wages, allowances and other benefits and amenities as the departmental labour. The only exception is those employed in construction work or work of a purely temporary nature not connected with the manufacturing process. Thus all the issues are settled issues.

165. If after the recommendations of the First Wage Board, which has been accepted by the Government and implemented by the Industry, any employer in the Industry has resorted to employment of contract labour in any occupation other than those permitted by the First Wage Board, it would amount to an aberration and an unfair practice by the employer concerned. Therefore, to correct such aberration and direct the employers not to persist in such unfair practice but to employ such labour as regular departmental workers is well within our jurisdiction.

166. We therefore, direct according that no contract labour shall be employed in the industry by any employer, except in loading (including packing) and unloading operations as stated by the First Wage Board and where any employer employs contract labour in any other occupation, such labour shall be made regular departmental employees under the employers and made eligible to the same wages, D.A., bonus and other allowances under our Award as the other regular employees under the employer, provided they give the corresponding workload obtaining for similar occupation in units nearabout, where their peers are getting Wage Board rates. We further direct that all workers employed in the permitted occupations of loading (including packing) and unloading, shall be given the same wages, D.A. bonus and other benefits as are given to the regular employees of the company.

167. The demand before us, however, goes beyond such correction of unfair practice and wants the total abolition of contract labour in the Industry, which would mean that the Federation wants contract labour to be abolished even in loading and unloading operations.

168. During the course of the regional hearings, we came across a few instances where even this loading (including packing) and unloading operations are carried on departmentally. But such instances are very few, and we were informed by several managements the conditions which necessitated the First Wage Board to permit employment of contract labour in loading and unloading operations still prevail.

169. It was argued by Mr. Dudhia, the learned counsel for the Federation, that, of late, more and more despatches of cement are done through trucks, unlike in the past which was always through Railway wagons, and, therefore, the availability of trucks can be predicted and on that ground contract labour need not be employed.

170. Our attention was also invited by Shri Nanavati counsel for the management, to a provision in the last Bipartite settlement dated 7-5-1975 dealing with contract labour. That agreement provided:

"It is also agreed that the scope of the extent of operation of the contract system of employing labour would not be extended beyond what was in force on 15-9-75 in various units. The terms and rates available to them as on 15-9-75 shall continue to be available to them."

171. This agreement also provides the employment of contract labour. There have been no material changes in circumstances since 1975 which change the character of loading and unloading operations, and, therefore, we are unable to concede the demand of the Federation for the total abolition of contract labour at present. We feel, for the present, the safeguards we have indicated in our award should meet the ends of justice for contract labour in the limited occupation where contract labour is permitted.**

172. Demand No. 13 : Night Shift Allowance :

All employees who are working in the 2nd and 3rd shifts should be given night shift allowance at the rate of 25 per cent of their basic salary.

The system of paying 'Night shift allowance' is not available as a universal practice in this Industry. Only a few companies here and there are paying some nominal night shift

allowance and the number of workmen covered by this allowance is extremely negligible. Shri Digvijay Cement is paying 25 paise per day as 'Night Shift Allowance'; Sewree/Bombay is paying 20 paise per day as night shift allowance, the ACC is paying a night shift allowance in Krishna and Madukkarai works as a result of an award by the Industrial Tribunal. But the A.C.C. is not paying any night shift allowance in its remaining 15 factories. The Andhra Cement is giving free tea once in 'C' shift, i.e., second shift and twice in 'A' Shift, which is the third shift. The Travancore Cement is paying 45 paise per night shift. The K. C. P. Ltd., is giving free tea for the night shift workers. Dalmia Dadri is giving Rs. 10 per month to clerical staff working in night shifts.

173. Shri Dudhia for the Federation produced a statement giving details of the night shift allowance paid by a few units in the Cement Industry as well as in other Industries. Mr. Nanavati on behalf of the C.M.A. invited our attention to the award of the Board of Arbitration comprising of Justice Mr. S. K. Das, Retired Judge of the Supreme Court, Mr. Kanti Mehta—Labour representative and Mr. Jeejeebhoy-employers' representative in the dispute between the A.C.C. Ltd. Kymore Cement Works and its workmen. The said Board of Arbitration in its Award dated 27th July, 1964, had negated the demand for the payment of night shift allowance.

174. Our attention was also invited by Mr. Nanavati to the Award of the Central Government Tribunal, Jubbalpore dated 9th April, 1972, again in the case of the A.C.C.—this time Jamul Cement Works—vs.—its workmen—where also the payment of night shift allowance was rejected by the said Tribunal.

175. We have considered these issues and we feel we have to rest satisfied at present by awarding one cup of free tea to all workmen whose shift either ends beyond midnight or commences after midnight.****

176. Demand No. 14 : Heat Allowance :

Employees working in Boiler House Foundry and Smithing Section and Kiln and coal mills department should be given heat allowance at the rate of 10 per cent of their basic salary.

To the above list the Federation has added in its written statement that Heat allowance should be given for packers and loaders also. But these two categories not being in the demand under reference may not come within our 'terms of reference'. The following is the existing position in regard to payment of heat allowance in the several factories:

Name of the company	Particulars of Heat allowance given
1	2
1. Dalmia Cement Bharat Ltd.	Rs. 5/- per month for Kiln and greasers. Rs. 8/- for cooler attendant per month. Rs. 4/- per Rlg. cooler attendant per month.
2. Dalmia Dadri Cement	Rs. 5/- per month for Greaser attendant, oilmen, greaser, conveyor, cooler attendants and their helpers working on Kiln.
3. K.C.P.	Rs. 5/- per month.
4. Mysore Cement	(a) 10% of the basic wages; and (b) 19 paise per day.
5. Satna Cement Works	From 25 paise to 50 paise per day on the basis of wage Board grades. Turners helpers, chiker attendants, cooler attendants,
6. Saurashtra Cements and Chemical Industries Ltd.	Rs. 15/- and Rs. 10/- per month.
7. Digvijay/Sikka	From Rs. 10/- to Rs. 28/- per month.
8. A.C.C.	From 2-1/2% to 5% of the basic wages.

**Please see Clarificatory Note No. 2 by Shri G. Ramanujam, one of the Arbitrators, appended to this Award.

****Please see Clarificatory Note No. 3 by Shri G. Ramanujam, one of the Arbitrators appended to this award.

1	2
9. Cement Corporation of India, Mandhar.	6% and 1% of basic wages.
10. Murkunta	5% and 2-1/2% of basic wages.
11. Bokajan	5% and 2-1/2% of basic wages.
12. Andhra Cements	50P. per day to burners and 25P. to others.
13. Kesoram Cements.	2-1/2% and 5% of basic wages.
14. Panyam Cements	20 P. per day.
15. Birla Cement Works	Rs. 6.10 P. per month.

Sixteen other factories have reported that they are not paying any Heat allowance.

177. The Board of Arbitration in the case of the A.C.C. Kymore Cement Works—vs.—its workmen in its award dated 27-4-64 has awarded that Heat allowance at the rate of 10 per cent of basic wage to the employees, whose duty was to work permanently on the Burner's platform. Similarly those employees who were engaged in greasing, lubricating the rollers of kilns were also given heat allowance at the rate of 5 per cent of their basic wages with effect from 1-9-63. We understand that the workmen employed on the Burner's Platform as well as greasing and lubricating the rollers of kilns are paid heat allowance also in other factories of the company.

178. Pursuant to the Bipartite wage settlement under which a part of the D.A. was merged with the basic wages, the rate of heat allowance was fixed at 5 per cent of the new basic wage in respect of those who were in receipt of heat allowance at the rate of 10 per cent of their old basic wages, and at 2-1/2 per cent of the new basic wages for those who were getting at 5 per cent of their old basic wages.

179. We think it is fair that the same basis can be adopted for payment of heat allowance throughout the country, viz., that 5 per cent of the new basic wage/salary shall be paid as heat allowance to workers, who are working in Burner's platform, kilner shakers, fuller coolers and slag driver operators. The heat allowance shall be at 2-1/2 per cent of the new basic wage/salary to workmen engaged in greasing, lubricating kiln rollers and working in Fluxo Pit in the cement mills. However, if in any cement factory any other categories of workmen are in receipt of heat allowance, the employers shall continue to pay the same. Similarly if for even the same categories for which we have awarded 5 per cent and 2-1/2 per cent heat allowance any factory is paying a higher quantum or percentage as heat allowance that higher quantum or percentage will continue to be paid.

180. Demand No. 15: DUST Allowance: 'Employees working in packing house, Cement Mills Department, Kiln Coal Mills Department, Ropeway, Crusher, Halco, sanitation (quarry), shovel, dozer, dumper, drivers, cleaners, etc. should be given dust allowance at the rate of 10 per cent of their basic salary. These workers should also be given 100 grams jaggery and 50 grams coconut oil every day.

The Federation has justified its demand for dust allowance on the ground that workmen working in these areas have to work under dusty conditions, which is injurious to health and that its pollution effect on health has to be countered. In another reference before us in the same industry, the demand for pollution control remains to be arbitrated. The other Federation also has supported this demand, and other allowances as compensation for the disagreeableness of the occupation. The actual position in regard to dust allowance in the Industry is as follows:

Name of factory	Quantum of dust allowance, paid
1	2
1. Dalmia Dadri	Rs. 10 per month to workers and Rs. 11 per month to staff working in packing department.
2. K.C.P.	Rs. 3.
3. Satna Cement	25 paise to 50 paise per day to Crane Drivers and Helpers and employees working in the packing house and maz-dooz on coal unloading.
4. Digvijay/Sikka	Rs. 3 and Rs. 10 per month.

1	2
5. Sawree/Bombay	Jaggery—500 to 550 grams, oil 275 to 300 grams and soap 1 to 1-1/2 cakes.
6. Chhatra Cement Works	Moalsses, washing soaps and mustard oil are given free.
7. Andhra Cement	Rs. 5 per month.
8. Ashoka Cement	Rs. 4 per month.
9. Keshoram Cement	25 paise per day.
10. Rohtas	Rs. 4 per month.
11. Panyam Cement	12 paise per day.
12. Travancore Cements	30 paise per day.
13. Sore Valley PCC Ltd.	125 grams gur and 60 grams mustard Oil free every day.
14. Birla Cement	Rs. 4 per month.

Other factories, including A.C.C. are not giving any dust allowance either in cash or in kind.

181. It was particularly highlighted by Shri Dudhia that in the case of Birla Cement Works, there is an award of the Labour Commissioner, directing payment of Rs. 4 per month to Drillers in the quarry and all workmen in the packing plant. Mr. Nanavati for the C.M.A. stated that the cement dust is not injurious to human health. He stated that there are several articles to support his position. He also stated that the demand for dust allowance had been specifically referred to Board of Arbitration/Tribunals in the case of Keymore Cement Works, Bhupendra Cement Works, Malla Quarries attached to Bhupendra Cement Works, Sindri Cement Works, and all these judicial authorities have rejected the demand for dust allowance on the ground that cement dust was not injurious to health. He also pointed out that the First Wage Board for the Cement Industry in para 13.29.1 of its Report did not give any dust allowance, but merely allowed those who were giving this allowance to continue the same.

182. After listening to both sides, we are of the opinion that it would certainly cause some discomfort to a worker working in a dusty atmosphere. More than giving a 'dust allowance' the real relief should lie in the Industry installing 'Dust Control Equipment'. We understand that the new plants are putting up such dust suppression equipment. If, as the employees would have it, the dust does not cause any injury to health, then there could be no basis for providing by many factories free jaggery and oil to the workers working in the dusty areas. We will be dealing with the need for establishing dust control equipment in all the factories while dealing with the other reference before us. For the present, we would award that all factories shall supply free of cost 60 grams of jaggery and 20 grams of coconut/mustard/til oil every day to workmen working in the packing house or Rs. 10 per month at the option of the workers. Option once exercised in this regard shall hold good for at least one year. We further direct that such of those factories which are giving this allowance in case if at a higher rate shall continue to do so, not withstanding our award in this regard, and so also those factories which are giving better facilities in kind shall also continue to give the same.

183. Demand No. 16: Uniforms:

The Federation has demanded:

- Employees in the following categories should be given 3 sets of uniforms every year: Maistries, Mukadams and Mates of different departments.
- Uniforms should be supplied to all employees who are eligible for uniforms before the end of January every year.

During the course of the hearing, it was pointed out that a large number of categories of workmen in the ACC are already getting two sets of cotton uniforms, and only the three categories mentioned by the Federation in its demand, viz., Maistries, Mukadams and Mates of the different departments are not getting the uniforms. We also find that apart from the ACC several other cement employers are also giving uniforms to several categories of their employees. Some

of them even give more than two sets. We find the Federation's demand for uniforms to be given to Majistries, Mukadams and Mates of different departments is reasonable and our Award is that two sets of uniforms to the aforesaid three categories mentioned in the Demand of the Federation shall be given every year, and as further demanded by the Federation such uniforms to all these categories of employees, i.e. those who are getting uniforms already and those who will be getting uniforms under our Award, be given the same in the month of January of each year. If any employer is providing more than two sets of uniforms to either these or other categories of employees, such employers shall continue to do so.

184. Demand No. 17 : Washing Allowance :

The Federation's demand reads as under :

"Employees should be given washing allowance of Rs. 10 per month".

During the course of his arguments Shri Dudhia produced a Statement giving information as to the Washing Allowance being paid to employees in several Industrial establishments. He said that in some concerns the washing of uniforms is done by the Companies themselves. We are informed that so far in the Cement Industry no unit has been paying Washing Allowance except the unit in Sewree.

185. The question arises whether all employees who are being given uniforms by the Companies should be given also a Washing Allowance or whether it is enough if certain categories whose turn-out has to be trim and clean alone are given this Washing Allowance. We consider that it is sufficient if the following categories only are given Washing Allowance :

Peons, Car Drivers, Watch & Ward, Canteen Cooks, Canteen Vendors and Cleaners, Ward Boys and Nurses and Orderlies.

The rate of Washing Allowance shall be Rs. 5 per month to each of the employees in the aforesaid categories. If, however, there is any employer in the Cement Industry giving Washing Allowance to any other category than those mentioned above, or if they are giving a higher rate of Washing Allowance than awarded herein, all those workmen shall continue to enjoy such higher benefits.

186. Demand No. 18 : Raincoats :

The Federation had demanded as under .

"Quality Raincoats should be supplied to all employees who have to move in open during monsoon season. The employees of Electrical department, Sweepers, Drivers, Dragline Operators, Cleaners working in shoval and dumpers, Heavy Vehicles Operators, Gangmen, Silos Attendants, Lab. Staff, Pump Attendants, etc. every alternate year."

Raincoats are not an occupational necessity, for every employee in the Industry, and even for certain categories of employees doing out-door work it is not a permanent necessity. However, Raincoats will become an occupational necessity during the rainy season in respect of employees exposed to rain either arising out of or in the course of their employment. We, therefore, direct that the Management should keep adequate number of Raincoats at work places. The exact number in each case can be determined in the light of experience. Such Raincoats shall be made available to each workman who has to work outdoor or in the mines during the rains.

187. Demand No. 19 : Woollen Jerseys :

The Federation has demanded :

"Quality woollen jersey should be supplied to all employees working in Sanitation Department, Quarries, Heavy Vehicle Operators and their Mazdoors & Helpers, Car & Truck Drivers, etc. every alternate year."

The demand for Woollen Jerseys cannot be a universal demand for all employees in all the units in the country considering the varying climatic conditions where cement factories are located in our country. However, units situated in areas where the winter is severe, we feel there will be justification for this demand, and that too for certain categories of employees only. The details in this regard can be better discussed and settled at the Plant level between the Federation and the Management.

cussed and settled at the Plant level between the Federation and the Management.

188. Demand No. 20 : Boots :

The Federation has demanded as under :

"Rubbersole, shockproof boots should be supplied to all employees of electric department and ordinary boots to tea canteen staff, sanitation staff, peons, burners of Kiln department, clerical staff, etc."

After hearing the submission by both the parties, we are satisfied that a case exists for giving Rubbersole, shockproof Boots to Electricians, Wiremen or their Helpers working in the Electrical Department who are exposed to hazards of electric current, as also a pair of appropriate footwear to Sanitation workers. Accordingly, we direct that one pair of Rubbersole, shockproof boots and appropriate footwear respectively should be supplied to these categories of workmen once a year.

189. So far as the demand for boots to the other categories covered by the Federation's demand is concerned, we would leave it to the Factory and Mines Inspectorate to decide whether in the context of conditions obtaining in the work places concerned the supply of boots is an occupational necessity, and provide the same where they so direct.

190. Demand No. 21 : Medical Facilities :

The Federation's demand is as follows :

"Employees should be fully reimbursed by the Company of the Medical expenses incurred by them and on their family members".

We are given to understand that the ESI Scheme has been implemented in several cement factories, but not in all. The Scheme does not apply to the workers in the Quarries at all. Even where the Scheme applies to factories, workmen drawing above Rs. 1,000 per month are excluded from the coverage of the Scheme.

191. Since in most cement plants, the Quarry workers' strength will far exceed the workers employed by the factory, there will be need for adequate Medical facilities to be made available by the employers to the workman of both the factories as well as the mines. In factories, where the ESI Scheme has not been made applicable, then the entire workmen, both in factories and mines have to be provided with adequate medical facilities. In all cases, in addition to the first aid equipments required under the Law, Managements should provide facilities for medical treatment of all their employees and their families; including those employed in the Quarries and those employed by contractors. Where the medical facilities in a factory/mine are not adequate in cases of diseases requiring specialist treatment, the Management should arrange to get the employees and their dependents treated by such Hospitals or by such specialists as might become necessary, provided except in the case of specialist treatment the amount shall not exceed half month's salary of the concerned employee, per year.

192. Those workmen who are not provided with quarters and have, therefore, to reside outside, they and their families will have to come to the Company's hospital for treatment on their own. But where the condition of the patient or the nature of the disease is such that the patient cannot reach the Company's hospital on his own in the opinion of the Company's medical officer, the Company's ambulance shall bring him/her to the hospital for appropriate treatment either in the Company's own hospital or otherwise as aforesaid. We would define family for this purpose as spouse, unmarried sons and daughters, dependent brother/sister/father/mother. In view of our award as stated above, the question of reimbursement will not arise.

193. Demand No. 22 : Heavy Vehicle Allowance :

The Federation's demand is :

"Existing allowance of heavy vehicles should be doubled".

The demand is for doubling the existing allowance to Drivers of heavy vehicles. Heavy vehicle Drivers by which term we

understand them to be "Truck/Lorry" Drivers, need a special endorsement on their driving licences for that purpose and they generally get a high pay than drivers of light vehicles. We, therefore, award that all heavy vehicle Drivers truck/lorry with heavy vehicle licence shall be given Rs. 15 per month as 'Heavy Vehicle Allowance'. If any Company is paying a higher Heavy Vehicle Allowance than that awarded herein, that higher allowance shall continue to be paid to the Driver concerned.

194. Demand No. 23 : Holidays :

The Federation has demanded that Employees should be paid for the Holidays which fall on Sundays or weekly offs by way of extra payment of a day or a substitute holiday be given in consultation with the Union.

The CMA in its Written Statement has opposed the above demand and has referred to para 13.8.1 of the Report of the First Wage Board which reads as under :

"The daily rates fixed by us have been arrived at by dividing the minimum monthly wage (as defined in paras 13.12.1 and 13.12.2) by 26, being the number of days normally worked in a month. Consequently, in determining the minimum wage, the weekly off days have been taken into account and allowed for. Therefore, where Operatives are paid on the basis of working days, no separate payment for the weekly days of rest should be required in order to comply with any regulation or legislation making payment for the weekly-off obligatory. Where Operatives are monthly-paid, no question arises of additional payment for the weekly days of rest".

The CMA has urged that in view of the aforesaid observation of the First Wage Board, the demand should be rejected as untenable.

What the First Wage Board has stated is simply that the weekly days of rest are not unpaid days of rest, but are paid days of rest, both in the case of the monthly-rated and daily-rated employees. If a worker is asked to work on the day of rest, unless he is given a substitute day of rest within the period stipulated in the Factories Act, the action of the Management will be illegal. Therefore, the demand upto this point is covered by the provisions of the Factories Act. But the demand actually is that if a paid holiday falls on a paid weekly day of rest, then the worker should be given either extra payment, or a substitute paid holiday.

197. Holidays are generally determined by the provisions of the Festival Holidays Act. Except the National Festival Holidays viz., the Independence Day, the Republic Day, Gandhi's birthday and in some States 'May Day' to other Festival holidays are interchangeable. We feel that it will, therefore, be for the Unions and the Management to sit at the beginning of the year and select such festival holidays in advance for that year, so that they may not fall on the weekly day of rest, and thereby get the benefit of both the paid festival holidays and the paid weekly days of rest. If even then some Festival holidays are bound to fall on the weekly day of rest at least for some employees, where the weekly off-days are staggered, the daily-rated workmen may be given a substitute paid holiday, or it might be credited to the leave account to be drawn by the employee at his convenience.

195. Demand No. 24 : Leave :

The Federation's demand is :

"All employees should get the same sick leave and privilege leave as given to monthly paid employees".

This demand seeks to abolish the discrimination in the matter of leave facilities available to the clerical and supervisory personnel and the Operatives. Although all are monthly-paid, the Operatives are deemed to be daily-rated.

The Federation has stated that the monthly rated workmen in the ACC are given P.L. at the rate of one month per year and sick leave at the rate of 21 days in a year, and that the daily-rated workmen in the ACC get privilege leave as per the Factories Act, i.e., one day for every 20 days worked, 15

days sick leave and 7 days casual leave to all employees except casual and temporary. This 15 days sick leave is also available to the workmen who are covered by the ESI Scheme, so that wherever the first two days which form the waiting period under the ESI Scheme and for which he is not eligible for any cash benefit, they are debited against the 15 days paid sick leave allowed by the Company and these workmen therefore do not suffer any loss. However, the amount of cash benefit which the workmen might receive from ESIC for the period of sick leave with pay is set off against the sick leave with wages.

196. Shri Nanavati referred us to the Award of Shri I. G. Thakore, Industrial Tribunal, Gujarat, in No. 14 of 1956 in the Industrial dispute between the ACC Sevalia Cement Works—vs.—its workmen where the demand of the workman for granting the same quantum of sick leave to the daily-rated workmen as was being given to the monthly-rated employees was rejected. The Tribunal observed :

"Such distinction between the leave conditions of the daily-rated workers and the supervisory and clerical staff does exist both in Government, semi-Government as also in Industries. The discrimination has been assailed before and has not been interfered with even by the Supreme Court".

197. Although any distinction in the matter of leave facilities between the clerical and supervisory personnel on the one hand, and the operatives on the other, might be justified because of the nature of work and the historical circumstances, we would take this occasion at least to narrow down the difference between the leave facilities enjoyed by these categories, if not wipe out the difference. We, therefore, direct that all operatives i.e., the daily-rated workmen whether employed departmentally or through contractor (except casual and temporary) shall be entitled to privilege leave under the Factories Act or Mines Act, 12 days sick leave with full pay and 7 days casual leave with full pay for every year. The workers shall have the right to accumulate the undrawn sick leave upto a maximum of 30 days. If and when the ESIC Scheme is introduced in any of these factories, now not covered by this Scheme, or where the ESI Scheme is already in force, the manner of adjusting the benefits under paid sick leave we have awarded herein against the benefits under the ESIC Scheme, shall be in the same manner as obtaining in the ACC.

We would, however, hasten to add that if any employer in the Industry has already provided for higher number of days either as sick leave or casual leave or earned leave than those awarded herein those higher number of days leave will continue to be available to the workmen concerned.

198. Demand No. 25 : Concessional Cement :

The Federation has demanded that 'employees building their houses should be given upto 200 bags of cement on concessional rate at a discount of 25 per cent of the wholesale rate of cement".

The Federation has justified this demand by saying that in a number of industrial establishments, employers are giving their employees the products manufactured by them or services rendered by them like Railways, Air Transport, etc. if they are consumer products either free or at concessional rates. The Federation wanted the Cement Industry also to follow such example.

199. The CMA has opposed this demand by stating that cement is a controlled commodity and its retention price is fixed by Government and, therefore, they felt that it would not be proper to ask the employers to supply cement even to their workers at concessional prices.

200. We have considered all the aforesaid aspects and we feel that the demand of the Federation is reasonable to some extent. We, therefore, recommend that every workman with not less than ten years service shall be given ten tonnes of cement at ex-factory price for once in his service to either build or repair his own house. Since the worker will be supplied cement by the unit in which he is employed, there will be no freight charge involved and we recommend to Government to waive freight charges and other restrictions in such cases to enable the employers to make such supply to their workmen as a special case.

201. Demand No. 26 : INTERIM RELIEF :

The Federation has demanded that "employees should be paid Rs. 50/- each per month from 1-3-1977 as interim relief."

The demand for 'Interim Relief' was pressed on us very much by the Federation, the other Federation and by almost every Trade Union which appeared before us. Since the time allowed for the completion of our work in the first instance was only two months and later on extended in bits, it was obvious that the expectation by the parties was that we should complete our labours quickly. We have accordingly addressed ourselves for an expeditious final disposal of the reference itself and we must say that from the very beginning parties co-operated with us for such expeditious disposal. In the circumstances, since the final award itself was expected quickly, the demand for interim relief was not considered as necessary by us. The question of granting 'interim relief' therefore did not arise.

202. Demand No. 27 : DATE OF EFFECT :

The Federation has demanded that the above demands should be given effect from 1-3-1977 i.e. the date on which the previous award had expired.

We have already dealt with this issue in paragraph 145. As stated therein, we have followed the immediate precedent where also against a 19 months gap, with the good offices of the then Industries Minister Shri T. A. Pai, parties had accepted a lump sum of Rs. 450 in lieu of retrospective effect. They had also agreed that this amount will not qualify for such consequential benefits like P.F., Gratuity, ESI bonus etc. We have accordingly decided that the gap between 1-3-1977 and 1-10-1978 shall be covered by a lump-sum payment of Rs. 650 payable to each workman, who was in service on 1-3-1977 and continued to be in service on 1-10-1978, pro rata to the number of days worked which will include leave with pay, in the above period. Those workmen who joined the service in the Industry after 1-3-1977 and are in service on 1-10-78 shall also be paid pro-rata. This amount in lieu of retrospective effect will be paid to all workmen whether employed departmentally or through contractors, whether as operative or as staff, tally checkers, clerical, lower technical or supervisory etc., or whether in Factory or quarry, whether permanent, temporary or casual. We further direct that this amount will be paid in two equal instalments—the first instalment being payable in January, 1979 and the second in July, 1979.

203. Our award shall remain in force for a period of three years from 1-10-1978 and the benefits of the award shall also be available to those employees who join the service in the Industry after 1-10-1978.

204. By Demand No. 28, which is the last of the demands, the Federation demanded that "employees should continue to get their existing rights, benefits, privileges, etc."

The C.M.A. contended that the existing rights, benefits and privileges are protected under Section 9A of the Industrial Disputes Act and if any change is to be made in regard to any of the existing rights and privileges, it can only be made subject to the provisions of Section 9A of the I.D. Act and, therefore, no award in this regard is necessary. We see some force in this argument. We direct that in respect of any of the matters covered by the existing agreements, the rights, benefits and privileges enjoyed by the workmen, if they are higher than what we have awarded herein they shall not be reduced or withdrawn because of our award during the period our award is in force.

205. In addition to the 28 demands, certain incidental issues were raised before us. During the course of the arguments it was pointed out to us that some of the issues referred to us for arbitration are covered by agreement or by awards or settlements in respect of certain units and that those settlements or awards or agreements have not expired. We feel that our award being an industrywide award, the terms of our award should override those local awards, agreements and settlements, provided the existing awards and settlements do not confer on the workers higher benefits than those given under our award. If there are any legal difficulties in this regard, our award in such cases might come into force in respect of those issues covered by such awards or agreements or settlements in the units concerned from the date on which they expire, unless in the meanwhile both

parties agree to terminate the award or settlement, or the State refers such termination of such awards or settlements to some appropriate agency because of the material changes in circumstances brought about by our award, provided again that our award confer greater benefits to the workmen than under the existing awards or settlements.

206. It was also pointed to us that there are a few cases, where awards or settlements on some of the issues covered by our award, have expired but are deemed to be in force, because the two months' notice conveying the parties' intention to terminate the award or settlement has not been given. We feel the very agreement to refer those issues covered by such awards or settlements to arbitration by us following a strike or threat of strike after due notice amounts to the termination of the existing awards or settlements. We further understand not only the parties accepted the position that the existing awards and agreements are treated as expired and that they even offered new terms in respect of some of the issues now referred to us. Therefore, we feel that in substance all awards and settlements that have since expired must be deemed to have been terminated and that the terms of our award should become applicable in respect of such issues also, provided that our award confers a higher benefit than such awards or settlements.

207. It was further pointed out to us that there are cases pending adjudication before Labour Courts, or Industrial Courts or Industrial Tribunals in certain cases in respect of one or more of the matters referred to this Board of Arbitration. In such cases, there might be overlapping of jurisdiction. Where the reference, to such Labour Court or Industrial Court or Industrial Tribunal had been made earlier to the date of reference for arbitration by us, we would suggest to the parties that in the larger interests of industrial peace in the country and for the sake of uniformity of service conditions as far as possible, the parties may approach the Labour Court or the Industrial Tribunal or the Industrial Court concerned with a joint request to pass an award in terms of our award.

208. EXEMPTIONS :

We now come to certain specific cases of units which pleaded for total exemption from the operation of our award in view of their uneconomic working. These units made special plea before us through separate Counsels to supplement the arguments of Shri IM Nanavati, who addressed us for the Industry as a whole.

Shri ABN Sinha represented the following units :

- (1) Rohtas Industries Ltd.,
- (2) Sone Valley Portland Cement Co. Ltd.,
- (3) Kalyanpur Lime and Cement Works Ltd.

Shri IM Nanavati himself represented upon special instructions the UP State Cement Corporation Ltd., and Shri M.S. Bhandari represented the Dalmia Dadri Cement Ltd. These units complained that in their cases, the cost of raising limestone was abnormally high. The occurrence of limestone was erratic and poor and the quarries did not lend themselves to mechanisation and some of them are located at long distances from the factory, with additional transport charges. Human labour had to be employed in large numbers as limestone was often mixed up with a lot of impurities in some of these cases. In case of Kalyanpur water has to be drained out before limestone could be extracted and the cost has, therefore, become prohibitive. They also complained that in the circumstances they had to employ a larger labour force and the retention price allowed to them is grossly inadequate, and this had resulted in losses over the past several consecutive years. Therefore, they pleaded they should be exempted from the award of the Arbitration Board.

209. We regret we are unable to accept all these requests for exemption. Right from 1960 the entire country was treated as one zone by the First and the Second Wage Boards, as also for the increase given by the then Prime Minister Smt. Indira Gandhi, the then Labour Minister Shri K. V. Raghunatha Reddy and thereafter the then Industries Minister Shri T. A. Pai. While thus wages have been standardised on a countrywide basis for nearly 18 years, we will not be justified in disturbing the same norm by making any exemptions. These units appear to have genuine difficulties in the matter of limestone cost and or otherwise. It is for them to convince the Government and in the case of these units, therefore, their remedy lies elsewhere. It is for the

Government of India to consider these cases not only as individual cases but in the larger interest of the nation itself, and provide them whatever assistance or relief that might be found to be necessary consequent upon their study in order to make them viable.

210. Therefore, we are convinced that none of the cement units anywhere in the country shall be entitled to any exemption from implementing our award on any of the issues.

211. Before parting with this case, we would like to express our sincere appreciation of the abundant goodwill and co-operation extended to us by both the parties throughout the proceedings. While each of the parties was firm in their respective stand, they were at the same time restrained in their presentation and helped to maintain an atmosphere of cordiality throughout the proceedings. We found a spirit of accommodation both from Shri C. L. Dudhia, the learned Counsel for the Federation ably assisted by Shri N. Trivedi, President of the Federation and others representing labour including Shri M. C. Narasimhan Counsel for the other Federation, as well as from Shri IM Nanavati, the learned Counsel for the CMA and supplemented by other Counsels, and they never took a negative or an obstructionist stand but always adopted a helpful attitude. We are also grateful to the members of the two-man Committee Shri G. L. Govil and Shri I. M. Mohinuddin, who helped us with an agreed report on classification. But for the unstinting co-operation from both sides our task would have been harder. We hope the spirit of cordiality, mutual accommodation and goodwill made manifest before us during the proceedings will continue to prevail and guide the industrial relations in the Industry afterwards also. Indeed we have no ground to assume that it would be otherwise, for we have always found both the parties constructive and co-operative in their attitudes and approach.

212. We would also like to express our appreciation of the services rendered to the Board in the earlier stages by Shri V. J. Tamhane and later by Shri R. G. Krishnan, as Secretary and the other staff the CMA was good enough to lend to the Board.

G. RAMANUJAM

R. P. NEVATIA

ARBITRATORS

BOMBAY,

the 26th September, 1978.

CLARIFICATORY NOTE NO. 1 BY SHRI G. RAMANUJAM, Arbitrator: POWERS OF ARBITRATORS:

We have adjudication on the one hand, riddled with Writ petitions to High Courts and Appeals to Supreme Court resulting in frustrating delays. This process converts the parties to production into almost perpetual litigants. On the other hand, we have strikes, go-slow, work-to-rule, lay-off, lock-outs, closures, gheraos, and other forms of direct action, which sometimes take even ugly and violent turns. I was all along under the impression that arbitration will provide an effective alternative to both these methods. I was also under the impression that arbitration is a process to ensure rough and ready justice, shorn of legal technicalities. In the Industrial Relations climate obtaining in our country since some years past, labour has been feeling a sense of frustration over the long delays in the process of adjudication followed by Writs and Appeals and has, therefore, developed a tendency to disregard adjudication. I was, therefore, under the impression that an arbitrator or arbitrators appointed by the parties, functioning largely in the realm of social justice, with a practical and healing touch can promote better understanding and better industrial relations by providing for a fair, final and prompt settlement of disputes. Only in that event arbitration might prove an effective alternative to strikes, lock-outs, go-slow, work-to-rule, closures and other forms of direct action. This is particularly so when adjudication has failed to provide that alternative.

If arbitrators are to be treated on par with Tribunals then there will be no attraction to resort to arbitration, as arbitration will suffer from all the trappings of adjudication. The only difference viz., that parties can nominate the arbitrators in the one case, whereas the Government appoints the Tribunal in the other, will not provide an adequate incentive, placing arbitration on a higher level than adjudication should not however, mean that the arbitrator can run amuck and

prescribe his pet notions of social justice as a basis for his award. In fact, giving an arbitrator a freer hand will carry with it a greater responsibility and that responsibility should be discharged in a fair manner. Indeed, greater his powers, greater will be his accountability. If necessary, the law itself may lay down the guidelines.

In the case of a Board of Arbitration, where each party nominates its own arbitrator, it is in one sense extension of the collective bargaining process. Where the two arbitrators so appointed give an agreed award, it is in essence a collective bargaining settlement and in such circumstances, it should not be necessary to give reasons for the award.

But I find from the Supreme Court decision in the Rohtas Industries case cited by Shri Nanavati reported in 1976-1-LLJ-274, that the arbitrators are on par with Labour Courts, Industrial Tribunals and National Tribunals subject to the Writs and Appellate jurisdiction of the Supreme Court. It is no longer open, therefore, to any other kind of thinking on the subject in view of the binding effect of the decision by the Supreme Court and I respectfully bow to that decision. Accordingly, my colleague and I have given our reasons for the decisions we have arrived at in this award.

I understand the Government of India has introduced in Parliament a new 'Comprehensive Industrial Relations Bill' and that the Bill is now before the Select Committee. I suggest that it might be useful for promoting peaceful industrial relations in the country through prompt and final settlement of disputes through arbitration, if arbitrators are not equated with Tribunals under the new law, but are empowered to give rough and ready justice, subject, of course, to any guidelines the Parliament may choose to lay down, so that the individual arbitrator's subjective concept of social justice does not create problems and prove to be a remedy worse than the disease.

CLARIFICATORY NOTE NO. 2 by Shri G. Ramanujan, Arbitrator, Contract Labour :

I have agreed with my esteemed brother arbitrator in respect of our decision on the demand for total abolition of the contract system of employment of labour in the Industry for the sake of an unanimous award. I feel 'contract system' is a relic of the old colonial system of exploitation of human labour. In all progressive societies, such exploitation should be avoided. The position, if allowed to continue, will show no progress in this regard. It is on record that some employers in the Cement Industry have already abolished employment of contract Labour in loading, packing and unloading operations. If there are uncertainties about the volume and frequency of work in these operations, they are common to all, and if some employers could overcome the uncertainties involved, there is no reason why others could not. With our award directing equal remuneration, amenities and benefits to contract labour also as for the regular employees much of the chances of possible exploitation of contract labour have been eliminated. This system would not, therefore, be financially an attraction to the employers as before. It should, therefore, be easy to abolish this system in the short run to establish human dignity.

Since the Contract Labour (Regulation and Abolition) Act provides that the appropriate Government through the Committees appointed by it under the Act has along jurisdiction to decide on such abolition, I hope the Committees, as and when appointed, will keep these facts before them while making their recommendations to the appropriate Government and Governments will move forward in this regard.

CLARIFICATORY NOTE NO. 3 by Shri G. Ramanujan, Arbitrator: NIGHT SHIFT ALLOWANCE:

It is only the factories that work at night in the Cement Industry, as it is a Continuous process industry. The mines are working only during the day. In some continuous process industries night shift allowance is denied on the ground that no workmen is permanently employed in the night shift and there is a periodic rotation. Such rotation is also found in non-continuous process industries and, therefore, that cannot be a ground for refusal of night shift allowance. Permanent night shift has also got its advantages, for it makes the worker permanently lead an unnatural life. But rotation

in shifts is not without its own disadvantages either, for by the time the worker settles down to a particular system, he is rotated, and, therefore, is never allowed to settle down to any one particular way of life. This also affects his health. Either way the night shifts are inconvenient and the inconvenience suffered will have to be monetarily compensated.

Out of about 85000 workmen employed in the Industry, our estimate is roughly may be employed in the factories and out of this roughly one-third would be employed in each shift i.e., about workers.

In western countries, labour is calling the night shift as the 'grave yard shift' and generally refuses to accept employment in that shift. Apart from it being unnatural to work in the night shift, it creates health problems, disruption in family life and social tensions.

In the absence of housing accommodation (in this Industry only 30% of the workmen are housed properly) workmen do not have the facility to sleep during the day time and recoup. But in a developing country like ours, even where the industry is not a continuous process industry, it is in the interests of the national economy to make the fullest use of the installed capacity and work the machines round the clock. This would help, not only to increase production and productivity, but would also help to reduce the unit cost of production by spreading the overheads over a large volume of production besides creating new employment opportunities. Therefore, the practice of paying night shift allowance in non-continuous process industries also is becoming more and more widespread.

But the objection to the payment of night shift allowance by the employers is that the cement industry being a continuous process industry, the workmen knew at the time of joining the service in the cement factories that they are liable to work in the night shifts. It is only after accepting such obligations to work in the night shift they have entered the service and that, therefore, they are not entitled to demand any night shift allowance.

While the facts surrounding the acceptance of employment are correct, the conclusion is not. After the worker's acceptance of employment in the cement industry knowing fully well that he has to work in the night shift, he has no right to refuse to work in the night shift. This is only logical consequence, but not that he should not demand any allowance for the discomfort caused by working in unnatural hours, and the disruption in the family life and social life. It is nobody's case that any worker in the cement factory has refused to work in the night shift. All that he wants is some compensation for the discomfort suffered by him.

The argument that after having accepted employment which involved a liability to work in the night shift workers should not ask for a night shift allowance, if accepted, would mean that no worker could raise any demand after accepting employment, which would alter the conditions of his employment. Such a proposition is unheard of in industrial relations.

If the non-continuous process industries are paying such night-shift allowance, it is not fair to deny such allowance only because the Industry in which he is employed has to be continuous process. The discomforts suffered by the workmen are the same, whether he has to work in a continuous process industry, or a non-continuous process industry. Perhaps, his responsibility in the continuous process industry is relatively higher. It has, therefore, nothing to do with the nature of the industry, while it has everything to do with the nature of work. Some Units in the Cement Industry are paying either in cash or kind, howsoever nominal, some compensation for night shift working as materials on our record will show. There is thus nothing new about the demand. Therefore, it is not fair to deny night shift allowance on the ground that the cement industry is a continuous process industry.

However, I have agreed with my brother arbitrator in our award in respect of night shift allowance limited for the present to a cup of tea for the sake of unanimity, so that no 'discordant note' is struck on this one issue alone, while we have agreed on other issues.

NOTE BY SHRI R. P. NEVATIA

A lot of discussions and debate arose out of the decision of the Supreme Court in Rohtas Industries—1976 1 LLJ page 274 which was heavily relied upon by Shri Nanavati for the C.M.A. Shri Narasimham, Counsel appearing for A.I.C.W.F. also agreed that in view of this decision of the Supreme Court, the position of Arbitrators is like Industrial Tribunals and a Writ Petition would lie to the High Court against their Award. Hind Cycles case—1962 11 LLJ page 760 decided by the Supreme Court is referred to in paragraph 11 of the Rohtas case and the Supreme Court in Rohtas case agreed with the earlier judgements that even if an Arbitrator appointed under Section 10A is not regarded as a Tribunal for the purposes of Article 136 of the Constitution, a Writ would lie against his Award under Article 226. The Supreme Court in Rohtas case has pointed out further amendments of Section 10A which have been made after the Hind Cycles case was decided and in view of the fact that the Arbitrators have a right to bind even third parties i.e., employers who are not individually parties to the Agreement and workmen who are not members of the Union which is a party to the Agreement, the position of the Arbitrators is akin to that of the Tribunals. Shri Nanavati at a later stage of the arguments invited our attention to the decision of the Division Bench of the Gujarat High Court in Gujarat Steel Tubes in which after elaborate discussion and analysis of various provisions of the Industrial Disputes Act and the rules made thereunder, the Gujarat High Court has held that an Arbitrator appointed under Section 10A is a Tribunal within the meaning of Industrial Disputes Act even if no Notification under Sub-Section 3A of Section 10A is issued by the Central Government. As a matter of fact, the Gujarat High Court interfered with and set aside the Award of the Arbitrator under Section 10A which Award was given with full reasoning. I am, therefore, of the considered opinion that these decisions establish the firm view that our Award must conform to the settled principles of Industrial Law because it is amenable to the Writ Jurisdiction of the High Court. In order to exhibit that we have applied the correct principles of industrial law in the present arbitration proceedings, we must of necessity give our reasons in support thereof and thus disclose our mind. In my view the reasons must of necessity be given; otherwise it would not appear on the face of the Award whether we have conformed and followed the principles of industrial law or we have just acted outside the ambit of the principles laid down in wage fixation and other matters by the Supreme Court and the High Courts. Shri Nanavati invited our attention to the observations of the Supreme Court in J.K. Iron & Steel Co. Ltd., 1956 1 LLJ page 227 and he relied on the following observations :—

"All the same, wide as these powers are, there are limitations to the ambit of the industrial tribunal's authority. Though these tribunals are not courts in the strict sense of the term they have to discharge quasi-judicial functions. Their powers are derived from the statute that created them and they have to function within the limits imposed there and to act according to its provisions. Those provisions invest them with many of the "trappings" of a court and deprive them of arbitrary or absolute discretion and power. They cannot act as benevolent despots and base their conclusions on irrelevant considerations and ignore the real questions that arise out of the pleadings of the parties.

The provisions of the Industrial Disputes Act (read with Uttar Pradesh State Industrial Tribunal Standing Orders, 1951) make it evident that though these tribunals are not bound by all the technicalities of civil courts, they must nevertheless follow the same general pattern. The only point in pleadings and framing issues is to ascertain the real dispute between the parties to narrow the area of conflict and to see just where the two sides differ. It is not open to the tribunals to fly off at a tangent disregarding the pleadings and reach any conclusion that they think are just and proper."

In view of the fact that Arbitrators appointed under Section 10A are equated with Industrial Tribunals, the above observations of the Supreme Court equally apply to us. It

is also laid down in the above decision of the Supreme Court that the Industrial Tribunals must conform to the settled principles of industrial law and should not act like benevolent despots. This criticism applies even to Arbitrators appointed under Section 10A and merely because we are Arbitrators and not Tribunal, we cannot act like benevolent despots in conceding any demand just because it had been advanced and pressed at the hearing. We have to support every demand which we grant by our Award either fully or partially by the well settled principles of industrial law. Shri Nanavati had also drawn our attention to Muir Mills case, 1955 1 LLJ 1 where at page 6 the Supreme Court has observed as under :—

"without embarking upon a discussion as to the exact connotation of the expression 'social justice' we may only observe that the concept of social justice does not emanate from the fanciful notions of any particular adjudicator but must be founded on a more solid foundation."

As regards the demand for Night Shift Allowance, it has been well settled by as many as three decisions of the Labour Appellate Tribunal that a claim for such an allowance cannot arise when the Industry falls in the category of continuous process industry. In Asbestos Cement Ltd., Vs. their workmen—1954 1 LLJ page 656 at page 657 it has been held as follows :

"Industries fall into two broad divisions : (1) those where continuous working is not essential for technical reasons and (2) those where it is necessary for such reasons. In the first type, night-shifts are worked with a view to have large production within a shorter period of time and with the possibility therefore for earning larger profits. This consideration for running a night shift does not count where for technical reasons continuous working is essential. Even in an industry of the first type where night-shift work is resorted to, the Textile Labour Inquiry Committee in its report published in 1946 refused to accede to the demand of workers for remuneration at rates higher than what would be paid to them or to their conferees while engaged in day-shift. When the industry is of such a nature that continuous working is essential for technical reasons the rotation of a workman into the night-shift on the same remuneration as he would be getting when working in the day-shift is a condition of service. It is a part of his job and no special allowance is called for."

This decision has followed the two earlier decisions of the Labour Appellate Tribunal in 1951—II LLJ. 211 and 1952 I LLJ. 38. Neither Shri Dudhia nor any other Counsel appearing for the workmen has pointed out any subsequent

decision of the Supreme Court or High Court in which the principles laid down by the Labour Appellate Tribunal have been over-ruled. I am, therefore, of the firm view that where additional shifts are run not with a view to make more profits which may be shared by giving Night Shift Allowance to the workers for the discomfort involved in working in the night shift, there is no case on merits in a continuous process industry like cement where the Industry has, of necessity, to work all the three shifts and all the seven days in a week. It is also not a case where one set of workmen have to work continuously in the night shift as against their fellow workmen who work continuously in the day shift. The practice of rotation is followed in the Industry and therefore, if there is a discomfort, such a discomfort is shared equitably by all concerned workmen and all of them in rotation get a chance to work also in the day shift. If for something which is inextricably inter-woven with the nature of the work or a particular Industry, the wages that are fixed take care of the fact that such workers in rotation have also to work in the night shift, there cannot be, on principle, any allowance for night shift work to be given.

A demand for payment of Night Shift Allowance raised by Kymore Cement Works of the A.C.C. had been considered by the Board of Arbitration comprising Shri S. K. Das, retired Justice of the Supreme Court, Shri Kanti Mehta representing labour and Shri F. Jeejeebhoy representing employers. By their Award dated 27th April, 1964 the demand was rejected and the said Board made the following observations :—

"A cement factory is a continuous process industry, and at Kymore there are 3 shifts of eight hours each. The same men do not work in all night shifts all the time, because of the rotation of shifts. Taking all the relevant circumstances into consideration, we do not think that any case has been made out by the Union for reduction of the working hours of employees in the night shift from 8 hours to 6 hours nor do we think that there is any justification for night shift allowance, though we are aware that in two out of the 16 factories of the Employer at Madukkarai and Krishna a night shift allowance has been in existence. We think that the question of a night shift allowance must be considered as a general question in the context of an industry which involves a continuous process of manufacturing spread over 24 hours and where the shifts are by rotation so that no undue burden falls on any particular class of employees. In such an industry it is expected that the basic wage structure takes into account these factors."

Night Shift Allowance is not paid by Steel Industry including Tata Iron & Steel Co. Ltd. where continuous working, as in the case of cement industry, is essential. I, therefore, see no reason for grant of Night Shift Allowance.

LIST OF ANNEXURES

Annexure No.	Subject	Para No.
I	Government Order dated 28-11-1977 of the Arbitration Agreement under Section 10A(3) of the I.D. Act	2
II	Government Order dated 9-1-1978 of the Arbitration Agreement under Section 10A(3-A) of the I.D. Act	25
III	List of documents relied on by CMA	37
IV	Agreement dated 7-5-1975	
V	B.E.L. Agreement dated 3-9-1978	133
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VII	List of Trade Unions and Managements who appeared at various regional hearings	59
VIII	Particulars of Sitzings of the Board	

ANNEXURE I

New Delhi, the 28th November, 1977

ORDER

S.O. —Whereas an industrial dispute exists between the employers in relation to Cement Manufacturers' Association, Express Building, Churchgate, Bombay and its workmen represented by Indian National Cement and Allied Workers' Federation, Mazdoor Karyalaya, Congress House, Bombay

And, whereas the said employers and workmen have, by a written agreement in pursuance of the provisions of the sub-section (1) of section 10A of the Industrial Disputes Act, 1947 agreed to refer the said dispute to arbitration by the persons specified therein and a copy of the said agreement has been made available to the Central Government.

Now, therefore, in pursuance of sub-section (3) of Section 10A of the said Act the Central Government hereby publishes the said Agreement.

AGREEMENT

(Under Section 10-A of the Industrial Disputes Act, 1947)

BETWEEN

Name of the Parties :

Representing employers : The Cement Manufacturers' Association, Express Building, Opp. Churchgate Station, Bombay-400020.

Representing workmen : The Indian National Cement & Allied Workers' Federation, Mazdoor Karyalaya, Congress House, Bombay-400004.

The parties abovenamed had by Agreement dated 14-9-1977, a copy of which is annexed hereto and marked as Annexure A, agreed to refer the disputes raised by the Indian National Cement & Allied Workers Federation by its notice of strike dated 22-8-1977 to arbitration under Section 10-A of the Industrial Disputes Act.

In terms of the above, it is hereby agreed between the parties to refer the following dispute to the arbitration of :

- (1) Shri G. Ramanujam, 2/44, Royapettah High Road, Madras-14.
- (2) Shri R. P. Nevatia, Bajaj Bhavan, Nariman Point, Bombay-400020.
- (i) Specific matters in dispute : Whether the demands as contained in the Charter of Demands dated 22-8-1977 appended hereto are justified. If so, to what relief are the workmen entitled ?
- (ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved :
 - (a) Cement Manufacturers' Association, Express Building, Opp. Churchgate Station, Bombay-400020.
 - (b) Indian National Cement & Allied Workers' Federation, Mazdoor Karyalaya, Congress House, Bombay-400004.
- (iii) Name of the workmen in case he himself is involved in the dispute or the name of the Union, if any, representing the workman or workmen in question : Indian National Cement & Allied Workers' Federation.
- (iv) Total number of workmen employed in the undertakings affected : 90,000 (Approximately)
- (v) Estimated number of persons affected or likely to be affected by the dispute : 90,000 (Approximately)

We further agree that the unanimous decisions of the Arbitrators shall be binding on us. In case the Arbitrators are divided in their opinion they shall appoint another person mutually acceptable as Umpire, whose Award shall be binding on us.

The Arbitrators shall make their Award within a period of two months from the date of entering upon the reference. This period can be extended with the consent of the parties.

Signature of the parties:

Representing employers:
For and on behalf of the
Cement Manufacturers,
Association

Sd/-
(14-10-77)

B. V. Raju
(Vice-President)

Witnesses :

Sd/-

1. (P. V. Gunishastri)
14-10-77

Representing workmen:
For and on behalf of the
Indian National Cement
& Allied workers,
Federation

Sd/-
(13-10-77)

H. N. Trivedi
(President)

Witnesses :

Sd/-

2. (Illegible)
13-10-77

ANNEXURE 'A'

PREAMBLE

In deference to the wishes of the Prime Minister of India, the Indian National Cement and Allied Workers Federation and the Cement Manufacturers' Association representing its members agree to settle, through arbitration, the dispute arising out of the issues mentioned in the strike notice dated 22nd August, 1977. According to the Cement Manufacturers' Association, the arbitrators should take into account, among other matters, the general economic condition, the financial resources of the cement industry, paying capacity and level of productivity of constituent units. According to the Federation other relevant factors have to be taken into account by the arbitrator. The Federation agree to call off the strike with immediate effect. The employers agree not to victimise any worker.

2. Parties have further agreed to request the Central Govt. that in view of the national importance of the industry spread over different States, the arbitration should be on a national basis and under the provisions of Section 10A of the Industrial Disputes Act, 1947, covering all the units which were under the purview of the two former Central Wage Boards, the agreement dated 7th May, 1975, and the new units that have been set up subsequently. The parties request the Central Government to act in furtherance of this submission.

ARBITRATION AGREEMENT

NAMES OF THE PARTIES :

Representing Workmen

(1) Indian National Cement and Allied Workers' Federation, Mazdoor Karyalaya, Congress House, Bombay-400004, represented by—

- (1) Shri H. N. Trivedi
- (2) Shri C. L. Dudhia

Representing Employers

(2) Cement Manufacturers' Association, Express Building, Churchgate, Bombay-400020, represented by—

- (1) Shri Ashok Kumar Jain
- (2) Shri B. V. Raju

We the undersigned, hereby agree to refer the dispute specified below to the arbitration of—

- (1) Shri G. Ramanujam, 2/44, Royapettah High Road, Madras-14.
- (2) A nominee to be appointed by the Cement Manufacturers Association (within ten days).

SPECIFIC MATTERS IN DISPUTE

1. Whether the demands as contained in the Chapter of Demands dated 22-8-1977 appended hereto, are justified.

If so, to what relief are the workmen entitled ?

2. The arbitrators shall give their award in relation to the demands within two months from the date of entering upon the reference. This period can be extended with the consent of

the parties. The period of operation of the award will be decided by the arbitrators. The arbitrators shall give due consideration to the contentions of the parties in giving award.

3. We further agree that a unanimous decision of the Arbitrators shall be binding on us. In case the Arbitrators are divided in their opinion, they shall appoint another person mutually acceptable as an umpire whose award shall be binding on us.

4. The cost of the arbitration will be borne by the employers. If there is any dispute on admissibility and reasonableness on the questions of cost, the arbitrators will decide the dispute.

Signature of the Parties :

1. Representative of Workers :

Sd/- H. N. TRIVIDI 14-9-1977

Sd/- C. L. DUDHIA 14-9-1977

2. Representative of employers :

Sd/- ASHOK JAIN 14-9-1977

Sd/- B. V. RAJU 14-9-1977

WITNESSES :

(1) Sd/- P. V. GUNISHASTRI

(2) Sd/- R. C. GUPTA

Place : New Delhi

Date : 14th September, 1977.

ANNEXURE

Statement required under the Industrial Disputes Act, 1947.

1. Parties to the Disputes : The Chairman, Cement Manufacturers' Association, and Members of Cement Manufacturers' Association, Express Bldg., Churchgate, Bombay- 400001.

2. Nature and Cause of the Demands of the workers as below : dispute :

1. Minimum Emoluments.—Minimum total emolument for an unskilled employee should be basic Rs. 390/- and D.A. Rs. 220/- at the All India Consumer Price Index Number 305 (Base 1960=100).

2. Scales of Pay for Operatives.—The following scales should be introduced from 1-3-1977.

GRADES :

E	Rs. 390.00+(Rs. 6.50×12)=Rs. 468.00—12 years
D	Rs. 416.00+(Rs. 7.80×13)=Rs. 517.40—13 years
C	Rs. 448.50+(Rs. 10.40×14)=Rs. 594.10—14 years
B	Rs. 481.00+(Rs. 13.00×14)=Rs. 663.00—14 years
A	Rs. 513.50+(Rs. 18.20×10)=Rs. 695.50
	+(Rs. 20.80×4)=Rs. 778.70 —14 years

N.B.—Employees whose designations are also found in next higher grade will be promoted in higher grades as and when they reach the maximum of the lower grade. Promotions will be given earlier on merit and also when vacancies fall in higher grade.

3. Scales of Pay for T.C., Clerical Lower Technical and Supervisory Staff.—The following scales should be introduced from 1-3-1977.

GRADES :

T.C.	Rs. 420.00+Rs. 8×8=Rs. 484.00—EB Rs. 10×8=564/-	YEARS 16
I	Rs. 440.00+Rs. 10×10=Rs. 550.00—EB Rs. 12×9=658/-	20
II	Rs. 465.00+Rs. 12×10=Rs. 585.00—EB Rs. 14×10=725/-	20
III	Rs. 490.00+Rs. 14×10=Rs. 630.00—EB Rs. 15×11=795/-	21
IV	Rs. 520.00+Rs. 18×10=Rs. 700.00—EB Rs. 20×11=920/-	21
V	Rs. 540.00+Rs. 20×5=Rs. 640.00+22×6 =Rs. 772.00—EB Rs. 24×11=Rs. 1036	22
VI	Rs. 550.00+Rs. 22×5=Rs. 660.00+Rs. 24×6 =Rs. 804.00—EB Rs. 30×11 =Rs. 1134/-	22
VII	Rs. 585.00+Rs. 25×10=Rs. 835.00—EB Rs. 30×14= Rs. 1255/-	24

N.B.—Those whose designations are also found in next higher grades will be promoted to higher grades as and when they reach the maximum of the lower grades. Promotions will be given earlier on merit and also when vacancies fall in higher grades.

4. Fitment.—Employees will be fitted into their respective grades as under :

Those who are below the minimum of their new grades will be brought to the minimum of the revised grades and those who are higher than the minimum of the grades will be fitted at the next higher step if they are not in step of the grades.

5. Adjustment.—Employees will be given one additional increment in their respective new grades for every five years of service or part thereof with a maximum of four increments after fitting them into new grades.

The new minimum salary, scales of pay, HRA, additional D.A. etc. will remain in force for three years but the employees to get that nearly increments till the new revision is introduced.

6. Dearness Allowance.—Rate of neutralisation for rise or fall over 305 Index should be Rs. 2/- per point. Rise or fall in consumer price index will be adjusted duly above 305 points i.e. dearness allowance should not go below Rs. 220/- for 26 working days.

7. Additional Dearness Allowance : For Operatives.—2½ per cent of basic salary to E grade. 5 per cent to D grade and 10 per cent to C, B & A grades. For T. C., Clerical, Lower Technical and Supervisory Staff : 10 per cent of their basic salary plus Rs. 15/- more than the D.A. payable to operatives.

8. House Rent Allowance.—The existing House Rent Allowance for different categories will be increased by Rs. 25/- per month. Deduction of the house rent will remain the same as existed on the date of these demands, for those who are Provided Company's quarters.

9. Leave Travel Allowance.—Employers will be given leave travel allowance (without any condition) at the rate of one month's salary including dearness allowance every year irrespective of whether they go out or not and whether they are residing in other states or in same State (Local).

10. Nonmenclatures.—Proper nomenclatures of each employee should be prepared and they should be classified into appropriate grades according to their duties.

11. Casual Labour.—Casual employees who have or will complete six months service should be made permanent.

12. Contract Labour.—Contract system should be totally abolished and the employees working under all contractors should be taken on Company's permanent roll. Coal and gypsum handling sections should also be departmentalised.

13. Night Shift Allowance.—All employees who are working in 2nd or 3rd shift should be given night shift allowance at the rate of 25% of their basic salary.

14. Heat Allowance.—Employees working in Boiler House, Foundry and Smithing Section and kiln and coal mills department should be given heat allowance at the rate of 10% of their basic salary.

15. Dust Allowance.—Employees working in Packing House, Cement Mills Department, Kiln, Coal Mills Department, Ropeway, crusher, halco, sanitation, (quarry) shovel, dozer, dumper, drivers, cleaners, etc. should be given dust allowance at the rate of 10% of their basic salary. These workers should also be given 100 grams jaggery and 50 grams coconut oil every day.

16. Uniforms.—(A) Employees in following categories should be given 3 sets of uniforms every year :

"Mistries, mukadams, mates of different departments".

(b) Uniforms should be supplied to all employees who are eligible for uniforms before the end of January every year.

17. Washing Allowance.—Employees should be given washing allowance of Rs. 10/- P.M.

18. Rain Coats.—Quality rain coats should be supplied to all employees who have to move in open during monsoon particularly the employees of electrical department, quarries, sweepers, drivers, dragline operators, cleaners working on shovel and dumpers, heavy vehical operators, gangmen, silos attendants, lab. Staff, Pump attendants etc. every alternate year.

19. Woollen Jerseys.—Quality woollen jerseys should be supplied to all employees working in sanitation department, quarries, heavy vehical operators and their mazdoors and helpers, car and truck drivers etc. every alternate year.

20. Boots.—Rubber sole shock proof boots should be supplied to all employees of electric department and ordinary boots to tea canteen staff, sanitation staff, peons, burners of kiln department clerical staff etc.

21. Medical Expenses.—Employees should be fully reimbursed by the Company of the Medical expenses incurred by them and on their family members.

22. Heavy Vehical Allowance.—Existing allowance of heavy vehicles should be doubled.

23. Holidays.—Employees should be paid for the holidays which fall on Sundays or weekly offs by way extra payment of a day or a substitute holiday be given in consultation with the Union.

24. Leave.—All Employees should get same sick leave and privilege leave as given to monthly paid employees.

25. Concessional Cement.—Employees building their houses should be given upto 200 bags of cement on concessional rate at a discount of 25% of the wholesale rate of cement.

26. Interim Relief.—Employees should be paid Rs. 50/- each per month from 1-3-1977 as interim relief.

27. Effect.—The above demands should be given effect from 1-3-1977.

28. Existing Rights, Benefits and Privileges.—Employees should continue to get their existing rights, benefits and privileges etc.

3. No. of workers to be affected. About 95,000

For INDIAN NATIONAL CEMENT AND ALLIED

WORKERS' FEDERATION.

Sd/-

(H. N. Trivedi)
PRESIDENT

Sd/-

(Manjit Singh)

Under Secretary

[No. L-29013/2/77-D.III.B]

ANNEXURE II

New Delhi, the 9th January, 1978

S.O. —Whereas in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government has published the arbitration agreement between the employers in relation to Cement Manufacturers' Association, Express Building, Churchgate, Bombay and its workmen represented by Indian National Cement and Allied Workers' Federation, Mazdoor Karyalaya, Congress House, Bombay, in the Gazette of India vide Order Ministry of Labour No. L-29013/2/77-D-III-B, dated 28th November, 1977.

And, whereas, the Central Government is satisfied that the persons making the reference represent the majority of each party ;

Now, therefore, in pursuance of sub-section (3A) of section 10A of the said Act, the Central Government hereby notify for the information of the employers and workmen who are not parties to the arbitration agreement but are concerned in the dispute than they shall be given an opportunity of presenting their case before the Arbitrators.

[No. L-29013/2/77-D-III-B]

JAGDISH PRASAD, Under Secy.

ANNEXURE III

List of Documents on which the Cement Manufacturers' Association will rely at the time of final arguments

Sl. No.	Description	Page Nos.
1	2	3
1.	Report on the comprehensive review of the Cement Industry and revision of fair ex-works prices payable to the producers by the Fourth Tariff Commission appointed by the Government of India—1974 . . .	BOOK
2.	Report of the (First) Central Wage Board for the Cement Industry appointed by the Government of India—1959 . . .	BOOK
3.	Report by the (Second) Central Wage Board for the Cement Industry appointed by the Government of India—1967 . . .	BOOK
4.	Report of the Committee on Fair Wages—1958 . . .	BOOK

1	2	3	1	2	3
5. Article by Dr. D. K. Ghosh on the subject "Large size cement companies in the private sector, their financial position and performance—1971-72 to 1975-76"		1—15	13. Arbitration Award Ref. B. 4. 15235/72 of Shri Raja Subramaniam, in the matter of dispute between the management of Chettinad Cement Corpn. Ltd. and their workmen represented by Cement Workers' Progressive Union, The Chettinad Cement Corpn. Workers' Union and the Chettinad Cement Corpn. Uzhaipalar Sangam, in respect of various demands covered by the present reference to the Board of Arbitration for Cement Industry		198—207
6. Analysis of Balance Sheet (Statement I to V)		16—27	14. Memorandum of Settlement Ref. K. Dis. No. A.2379/75 dated 21-6-1977 under Section 12(3) of the I.D. Act, 1947 between the management of the Chettinad Cement Corpn. Ltd. and their workmen represented by Cement Workers' Progressive Union, Chettinad Cement Corpn. Workers' Union, Anna Thozhir Sangam Perarai, and Chettinad Cement Corpn. Labour Union, relating to some of the demands covered by the present reference to the Board of Arbitration for the Cement Industry		208—232
7. Report of the National Commission on Labour—1969		BOOK	15. Memorandum of Settlement dated 28-7-76 under Section 12(3) of the Industrial Disputes Act, 1947 arrived at before the Labour Officer, in the dispute between the contractors in Chettinad Cement Corpn. Ltd. and the contract workers represented by Chettinad Cement Corpn. Contract Labour Union in respect of "Contract Labour"		233—235
8. Wage Agreements of :			16. Memorandum of Settlement dated 12-10-1976 under Section 12(3) of the I.D. Act arrived at before the Labour Officer in the dispute between the Management of Chettinad Cement Corpn. Ltd. and their workmen represented by Cement Workers' Progressive Union, Chettinad Cement Corpn. Uzhaipalar Sangam, Chettinad Cement Labour Union, Chettinad Cement Corpn. Workers' Union, Chettinad Cement Corporation National Workers' Congress and Chettinad Cement Anna Thozhilalar Sanagam		236—237
(i) Bharat Heavy Electricals		28—30	17. Memorandum of Settlement dated 17-12-1975 under Section 12(3) of the I.D. Act, 1947 reached before the Labour Officer in the dispute between the Management of Chettinad Cement Corpn. Ltd. and their workmen represented by Chettinad Cement Corpn. Workers' Union relating to "Casual Workers"		238—240
(ii) Steel Industry		31—58	18. Memorandum of Settlement dated 24-11-75 under Section 12(3) of the I.D. Act, 1947 between the Management of Chettinad Cement Corpn. Ltd. and their workmen represented by Chettinad Cement Corpn. Uzhaipalar Sangam, Chettinad Cement Quarry Workers' Union, Chettinad Cement Corpn. Anna Thozhilalar Union, and Cement Workers' Progressive Union		241—243
(iii) Sugar Industry		59—81			
(iv) Jute Industry		82—107			
(v) Engineering Industry in West Bengal		108—119			
(vi) Fertilizer Industry		120—125			
(vii) Mining Industry (TISCO)		126—129			
(viii) Coal Industry		130—148			
(ix) Chemical Industry (Tata Chemicals)		149—155			
(x) Hindustan Aeronautics Ltd.		156—160			
(xi) Bharat Earth Movers Ltd.		156—160			
9. Memorandum of Settlement dated 20-12-1977 under Section 12(3) of the I.D. Act between the Management of Tamil Nadu Cement Corpn. Ltd. and Tamil Nadu Cements National Workers' Union, Anna Thozilalar Sangam, Ramnad District Employees Progressive Union and Arasu Cements Labour Union on the question of workload for the mine gang, change of grades and designations		161—177			
10. Memorandum of Settlement dated 21-12-1977 under Section 12(3) of the I.D. Act between the Management of Tamil Nadu Cement Corpn. and Tamil Nadu Cements National Workers' Union, Anna Thozilalar Sangam, Ramnad District Employees Progressive Union and Arasu Cements Labour Union relating to certain demands covered by the existing reference to the Board of Arbitration for the Cement Industry		172—177			
11. Memorandum of Settlement dated 31st October, 1972 under Rule 59 of the Industrial Disputes (Mysore) Rules, 1957 between the Management of Mysore Cements Ltd. and their workmen represented by the Mysore Cements Employees' Association, in respect of certain demands covered by the existing Reference to the Board of Arbitration for the Cement Industry		178—181			
12. Memorandum of Settlement dated 28th January, 1975 between Birla Cement Works, Chittorgarh and their workmen represented by Chittorgarh Cement Factory Mazdoor Sangh on the question of re-categorisation of jobs, fixation, procedure and extent of promotion.		182—197			

1	2	3	1	2	3
19. Memorandum of Settlement dated 10th September, 1976 under Section 18(1) of the I.D. Act, 1947 in the dispute between the Management of Chettinad Cement Corpn. Ltd. and their workmen represented by D.M.K. Union, I.N.T.U.C. Union, ADMK Union and AITUC Union, on some of the demands covered by the present reference to the Board of Arbitration for Cement Industry		244—245	27. Award dated 23-4-1962 of the Industrial Tribunal, Bombay in the dispute between the Management of A.C.C. Ltd., and their workmen employed in the Kymore Limestone Quarry represented by Kymore Quarry Karmachari Sangh and Indian National Mine Workers' Federation in respect of "Classification of some categories of workers"		303—318
20. Settlement dated 13-7-1958 between Dalmia Cement National Workers' Union and the Management of Dalmia Cement (Bharat) Ltd. regarding various demands raised by the Union including 'Sick Leave' covered by the present Reference to the Board of Arbitration for Cement Industry		246—254	28. Award of the Board of Arbitration dated 13th May, 1964 in the dispute between the Management of A.C.C. Ltd. and their workmen employed in Kymore Cement Works in respect of some of the demands covered by the present reference to the Board of Arbitration for Cement Industry		319—333
21. Agreement dated 6-10-1960 with the Dalmia Cement Workers' Union regarding introduction of contract system in cement loading and coal unloading operations and implementation of First Wage Board recommendations		255—269	29. Memorandum of Settlement dated 6th August, 1973 under Section 31 of the M.P.R.I.R. Act in the dispute between the A.C.C. Ltd. and their workmen employed in Kymore Cement Works in respect of some of the demands covered by the present Reference to the Board of Arbitration for Cement Industry		334—347
22. Madurai Labour Court's Award dated 6-9-1976 regarding house rent recovery		270—277	30. A Photostat copy of the Article ROENTGEN RESURVEY OF CEMENT WORKERS by Dr. D. A. Sander, M.D., Mil-waukee, reprinted from the A.M.A. Archives of "Industrial Health" February 1958, Vol. 17, pp. 96-103		348—355
23. Memorandum of Settlement dated 13th December, 1960 between the Management of Orissa Cement Ltd., Lanjiberna Limestone Quarry and their workmen represented by Lanjiberna Shramik Sangh in the dispute relating to the matter of classification and categorisation as per recommendations of the (First) Central Wage Board for Cement Industry		278—281	31. Copy of the Article "DUST FUMES AND MISTS IN INDUSTRY" published by National Safety Council, Chicago		356—360
24. Memorandum of Settlement dated 18-4-1961 between the Management of Orissa Cement Ltd. Rajgangpur and their workmen represented by Orissa Cement Mazdoor Sangha in the dispute relating to classification and categorisation as per the recommendations of the (First) Central Wage Board for Cement Industry		282—287	32. Copy of the article "EFFECT OF CEMENT DUST ON HEALTH" copied from "Cement and Lime Manufacture" Vol. XIII, Number 6, June 1940 issue (USA)		361—364
25. Memorandum of Settlement dated 20-3-78 between the Management of Durgapur Cement Works and their workmen represented by Durgapur Cement Workers' Union relating to some of the demands covered by the present reference to the Board of Arbitration for Cement Industry		288—298	33. Copy of Article on "SILICOSIS, ANTHACOSIS AND PREDISPOSITION TO PULMONARY TUBERCULOSIS IN CEMENT INDUSTRY" by Dr. B. S. R. Murthy, M.B.B.S. published in the issue of "The Anticeptic" of April 1952		365—369
26. Award dated 9-4-1972 of Central Government Industrial Tribunal Cum Labour Court in the dispute between the Management of A.C.C. Ltd., Jamul Cement Works Limestone Quarries and their workmen represented by Samyukta Khadan Mazdoor Sangh, relating to workers' demand for "Night Shift Allowance"		299—302	34. Standard list of designations and grades of daily rated operatives and Tally Checkers, Clerical, Lower Technical & Supervisory Staff at Cement Works covered under Wage Board Recommendations		370—374
			35. Award dated 30th October, 1968 of Shri Indrajit G. Thakore, Industrial Tribunal, Gujarat, in Reference No. (IT) 14 of 1966 between the Company's Sevalia Cement Works and its workmen		375—378
			36. Award dated 20th September, 1966 of Shri Ishwar Das Pawar, Presiding Officer, Industrial Tribunal, Punjab, Chandigarh, in Reference No. 11 of 1966 between the Company's Bhupendra Cement Works and its workmen		379—398

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37. Award dated 27-11-67 of Shri Ishwar Das Pawar, Presiding Officer, Industrial Tribunal, Punjab, Chandigarh, in Reference No. 1/C of 1966 between the Company's Bhupendra Cement Works and its workmen		399—423
38. Judgement dated 12th October, 1970 of the High Court of Punjab and Haryana, at Chandigarh, in Letters Patent Appeal No. 202 of 1967 between Bhupendra Cement Workers' Union & Others V/s. A.C.C. Bhupendra Cement Works & Others		424—430
39. Copy of the Settlement dated 26th June, 1967 between the Company (ACC) and various unions through the Indian National Cement Workers' Federation regarding uniforms, protective equipment etc.		431—443
40. Copy of the Settlement dated 23rd June, 1967 between the Company (ACC) and various unions through Indian National Cement Workers' Federation inter-alia regarding Special Equipment Allowance		444—447
41. Copy of circular No. INF/4/78 dated 27th April, 1978 of the Employers' Federation of India, Bombay, reproducing the statement tabled by the Union Minister for Labour in the Lok Sabha showing State-wise wages and earnings of industrial/agricultural workers		448—450
42. Copy of circular No. INF/3/78 dated 26th April, 1978 of the Employers' Federation of India, Bombay, reproducing the information tabled by the Union Minister for Labour in the Lok Sabha regarding wages of lowest paid employees in some major industries and also average/monthly/daily wages of industrial workers in some foreign countries		451—454
43. Copy of Award dated 9th April, 1972 of the Central Govt. Industrial Tribunal cum Labour Court Jabalpur, in Reference No. CGIT/LC(R)(45) of 1972 pertaining to Jamul Cement Works Limestone Quarries & other workmen. (Already listed at Sl. No. 26 above)		455—458
44. Copy of Award dated 27th April, 1964 of the Board of Arbitration presided over by Mr. Justice S. K. Dass in respect of Kymore Cement Works. (Already listed at Sl. No. 28 above)		459—474
45. Report on the Revision of Fair Prices Payable to Cement Producers by the Second Tariff Commission appointed by Government of India—1958		BOOK
46. Report on Revision of Fair Prices Payable to Cement Producers by the Third Tariff Commission appointed by Government of India—1961		BOOK

ANNEXURE III

BEFORE

NATIONAL BOARD OF ARBITRATION
FOR

CEMENT INDUSTRY

OF

SHRI G. RAMANUJAM

AND

SHRI R. P. NEVATIA

Re : Industrial Dispute

BETWEEN

Employers in the Cement Industry represented by Cement Manufacturers' Association.

AND

The workmen employed under them represented by Indian National Cement and Allied Workers' Federation.

The Federation begs to file the following information on which it wishes to rely at the time of hearing.

- (1) Copy of the Memorandum of Settlement between M/s. Vulcan Laval Ltd., Poona 12 and their workmen dated 6th August 1977 Marked as Annexure No. 1 (Pages 1 to 14).
- (2) Copy of the Agreement between M/s. Buckau Wolf India Engineering Works Ltd., Poona 18 and their workmen dated 8-8-1977 Marked as Annexure No. 2 (Pages 1 to 7).
- (3) Night Shift Allowance in various concerns Marked as Annexure No. 3.
- (4) Leave Travel Allowance in various concerns Marked as Annexure No. 4.
- (5) Uniforms and Washing Allowance in various concerns Marked as Annexure No. 5.
- (6) House Rent Allowance in various concerns Marked as Annexure No. 6.
- (7) Medical Aid in various concerns Marked Annexure No. 7.

Dated at Bombay the 26th day of December 1977.

Sd/-

(H. N. TRIVEDI)

PRESIDENT

Mazdoor Karyalaya,
Congress House,
Bombay-400004.

Indian National Cement &
Allied Workers' Federation

ANNEXURE IV

The Bi-partite Negotiating Committee, consisting of representatives of employers and employees in the cement industry, had been holding discussions to resolve the issues still pending after the award of the Union Labour Minister in October 1973. The two parties, after their last meeting on the 17th April 1975, separately reported to Shri T. A. Pal, Minister for Industry and Civil Supplies, that while agreement had been reached on the other issues viz., Revised Basic Scales of Pay, Service Weightage and Fitments, Additional D.A. etc. as in the Annexure A, B, C, D & E hereto, their talks had broken down due to disagreement on the questions of (a) the date from which the new pay scales, increments, fitments, etc. would be brought into effect and (b) the quantum of house rent allowance. The two parties requested the Minister to use his good offices to resolve the dispute.

2. A meeting of representatives of the employers and the employees was held on the 6th May, 1975 in the presence of Shri T. A. Pal, Minister for Industry and Civil Supplies and Shri B. P. Maurya, Minister of State in the Ministry of Industry and Civil Supplies. The Ministers heard the two sides and advised them to come to an understanding. They also indicated the broad directions in which settlement of the pending issues could be attempted. The two sides then had further discussions between themselves and, in the presence of the two Ministers, took the following agreed decisions :—

(i) The notional date for bringing into effect the new pay scales, fitments, weightage increments, etc., already agreed upon between the two parties, will be the 15th September, 1973. However, actual payments in the revised wage structure which would include the annual increment due on 15th September, 1974 will be with effect from the 1st May, 1975. Hereafter, annual increments will be given on 15th September of each year including 15th September, 1975.

(ii) In lieu of the payment of arrears for the period 15th September, 1973 to 30th April 1975 as a result of the revised wage structure including the revised house rent allowance, each employee will be paid a lumpsum of Rs. 450. This will be in the nature of an ad-hoc payment and will not count towards provident fund contribution, bonus, gratuity, ESI contribution, etc. The payment of the lumpsum to the workers who have joined service after 15th September 1973 will be prorata, on the basis of length of service.

(iii) Actual payment of the lumpsum as well as of emoluments in the revised wage structure for May and June, 1975 will be made in July, 1975.

(iv) The employees will be paid additional house rent of Rs. 7 per month. Decisions regarding recovery of house rent will be taken at the unit level through mutual negotiations and agreements, according to the principles laid down by the 1st and 2nd Cement Wage Boards.

(v) This agreement will remain in force till the 1st March, 1977, coterminus with the award of the Labour Minister.

3. The Ministers agreed that, while granting escalation in the ex-works retention price of cement in July, 1975, the

Government will take into account the incidence of the revised wage structure as well as of the above decisions on the cost of labour for the production of cement.

4. In view of the complete agreement reached with the employers, the representatives of the employees decided to withdraw their notice for indefinite strike from the 15th May, 1975. Each of the parties thanked the other for goodwill and accommodation. The parties also expressed their gratitude to the Ministers for bringing about understanding between them.

Sd/-	Sd/-
R. D. Shah	G. Ramanujam
7-5-75	7-5-75
Sd/-	Sd/-
T. S. Subramaniam	H. N. Trivedi
7-5-75	7-5-75
Sd/-	Sd/-
G. L. Govil	I. M. Moinuddin
7-5-75	7-5-75
	Sd/-
	K. K. Sinha
	7-5-75
	Sd/-
	T. N. Sidhanta

(Annexure IV Contd.)

ANNEXURE A

OPERATIVES

Grade	Present Wage Scale	Proposed Wage Scale
E	Rs. $61.10 \times (1.56 \times 10) = 76.70$ (10 yrs) Rs. $2.35 \times (0.06 \times 10) = 2.95$	Rs. $260.00 + (3.90 \times 12) = 306.80$ (12 yrs.) Rs. $10.00 + (0.15 \times 12) = 11.80$
D	Rs. $67.60 \times (2.60 \times 10) = 93.60$ (10 yrs.) Rs. $2.60 \times (0.10 \times 10) = 3.60$	Rs. $273.00 + (5.20 \times 13) = 340.60$ (13 yrs.) Rs. $10.50 + (0.20 \times 13) = 13.10$
C	Rs. $83.20 \times (4.68 \times 10) = 130.00$ (10 yrs.) Rs. $3.20 \times (0.18 \times 10) = 5.00$	Rs. $292.50 + (7.80 \times 14) = 401.70$ (14 yrs.) Rs. $11.25 + (0.30 \times 14) = 15.45$
B	Rs. $110.50 \times (6.50 \times 10) = 175.50$ (10 yrs.) Rs. $4.25 \times (0.25 \times 10) = 6.75$	Rs. $322.40 + (10.40 \times 14) = 468.00$ (14 yrs.) Rs. $12.40 + (0.40 \times 14) = 18.00$
A	Rs. $143.00 \times (9.10 \times 10) + 234.00 + (10.40 \times 2) = 254.80$ (12 yrs.) Rs. $5.50 \times (0.35 \times 10) = 9.00 + (0.40 \times 2) = 9.80$	Rs. $357.50 + (15.60 \times 10) = 513.50 + (19.50 \times 4) = 591.50$ (14 yrs.) Rs. $13.75 + (0.60 \times 10) = 19.75 + (0.75 \times 4) = 22.75$

NOTE : Under the proposed wage scale the rate of additional percentage D.A. shall be 2.5 percentage of basic wage for 'D' grade Operatives & 5 percentage of basic wage for 'C', 'B' & 'A' grade operatives instead of the present rate of 5 and 10 percentage respectively provided that no employee will receive a lesser amount by way of additional D.A. than what he was previously getting by way of additional D.A. consequent on the change in the percentage of additional D.A. Existing piece-rates shall be suitably modified to fit in with the new pay-scales on the principles laid down in paragraph 13.18.1 on page 75 of the Report of the First Cement Wage Board.

(Annexure IV Contd.)

ANNEXURE 'B'

TALLY CHECKERS, CLERICAL, LOWER TECHNICAL AND SUPERVISORY STAFF

Grade	Present Salary Scale	Proposed Salary Scale
Tally Checker	Rs. $70 + (4 \times 5) = 90$ -EB + $(5 \times 5) = 115$ (10 yrs.)	Rs. $285 + (7 \times 8) = 341$ -EB + $(8 \times 8) = 405$ (16 yrs.)
I	Rs. $82 + (5 \times 11) = 137$ -EB + $(6 \times 5) = 167$ (16 yrs.)	Rs. $300 + (9 \times 11) = 399$ -EB + $(10 \times 8) = 479$ (19 yrs.)
II	Rs. $95 + (6 \times 10) = 155$ -EB + $(7 \times 8) = 211$ (18 yrs.)	Rs. $315 + (11 \times 10) = 425$ -EB + $(12 \times 10) = 545$ (20 yrs.)
III	Rs. $110 + (8 \times 10) = 190$ -EB + $(10 \times 8) = 270$ (18 yrs.)	Rs. $330 + (13 \times 10) = 460$ -EB + $(15 \times 11) = 625$ (21 yrs.)
IV	Rs. $125 + (10 \times 8) = 205$ -EB + $(12 \times 10) = 325$ (18 yrs.)	Rs. $350 + (16 \times 10) = 510$ -EB + $(18 \times 11) = 708$ (21 yrs.)
V	Rs. $138 + (12 \times 5) = 198 + (14 \times 5) = 268$ -EB + $(15 \times 8) = 388$ (18 yrs.)	Rs. $365 + (18 \times 5) = 455 + (20 \times 6) = 575$ -EB + $(21 \times 11) = 806$ (22 yrs.)
VI	Rs. $150 + (13 \times 5) = 215 + (15 \times 5) = 290$ -EB + $(20 \times 8) = 450$ (18 yrs.)	Rs. $375 + (20 \times 5) = 475 + (22 \times 6) = 607$ -EB + $(27 \times 11) = 904$ (22 yrs.)
VII	Rs. $180 + (15 \times 5) = 255$ -EB + $(20 \times 13) = 515$ (18 yrs.)	Rs. $410 + (22 \times 10) = 630$ -EB + $(27 \times 14) = 1008$ (24 yrs.)

NOTE : Under the proposed salary scale the amount of Rs. 8.50 per month being paid to the Tally Checker, Clerical, Lower Technical and Supervisory Staff as additional D.A. shall continue to be paid. However, the rate of additional percentage D.A. under the proposed salary scale for the above staff shall be 5 percentage of their basic salary instead of the present rate of 10 percentage of their basic salary provided that no employee will receive a lesser amount by way of additional D.A. than what he was previously getting by way of additional D.A., consequent on the change in the percentage of additional D.A.

(Annexure IV Contd.)

ANNEXURE 'C'

ANNEXURE 'E'

COVERAGE

I. FITMENT :

To arrive the new basic wage the following method shall be followed :

1. The amount of Rs. 78.29 the increase given under the award of Labour Minister to each employee shall be added to his basic wages, variable Dearness Allowance, Additional Dearness Allowance (5 per cent & 10 per cent) Interim relief drawn on 15-9-73. The Resulting total amount will be re-worked into new basic, new additional D.A. 2 1/2 per cent and 5 per cent as the case may be and new Variable Dearness Allowance of Rs. 35/10 for operatives and Rs. 43/60 for clerical, lower technical and supervisory staff.

2. Every employee drawing less than the minimum basic wage of his new grade should be brought up to such minimum from 15-9-73.

3. In case of those employees basic wages fall between the two pay steps in the revised grade they shall be stepped up to the next higher pay step in the grade from 15-9-73.

II. WEIGHTAGE :

- Employees who have completed one year of continuous service but not five years as on 15-9-1973 will be given one increment in the appropriate new scale of pay.
- Employees who have completed five years' continuous service but not 20 years of continuous service as on 15-9-1973 will be given two increments in the appropriate new scale of pay.
- Employees who have completed 20 years' continuous service and above on 15-9-1973 will be given three increments in the appropriate new scales of pay.

(Annexure IV Contd.)

ANNEXURE 'D'

CONTRACT LABOUR

It is also agreed that the scope and extent of the Operation of the contract system of employing labour would not be extended beyond what was in force on 15-9-1973 in various units. The terms and rights available to them as on 15-9-1973 shall continue to be available to them.

All benefits under the final settlement will be available to all workers who were benefitted by the Award of the Labour Minister dated 15-10-1973.

(Annexure IV Contd.)

LABOUR MINISTER'S AWARD

A Bipartite Negotiating Committee consisting of representatives of employers and employees in the Cement Industry was constituted in June, 1973 to negotiate and settle all problems such as wages, dearness allowance and all related matters. The members of the Committee were :

Employers' Group :

- Shri R. D. Shah,
- Shri Coorlawala
- Shri J. N. Tewari
- Dr. S. Sahai
- Shri T. S. Subramaniam
- Shri N. C. Jain

Cement Manufacturers' Association

Workers Group :

- SShri G. Ramanujam
- Shri H. N. Trivedi
- Shri I. M. Moinuddin
- Shri D. D. Khoda
- Shri M. S. Krishnan, MLA
- Shri K. K. Sinha

I.N.T.U.C.

A.I.T.U.C.

The employers and employees representatives had several rounds of discussions. The Committee felt that even in regard to minimum wages payable to an unskilled worker on entry they could not come to an agreement. The Committee almost reached deadlock. They jointly approached the Labour Minister to use his good office to bring about a settlement at least on this single issue. During the discussion, both the parties agreed to accept the decision of the Labour Minister as the sole arbitrator and abide by his decision.

The award is as follows :

- The total minimum wage for an unskilled worker on entry shall be Rs. 295/10 P.M. linked to All India Consumer Price Index of 227 base 1960 for the period April—June 1973.

2. **Dearness Allowance :** The D.A. will be revised every quarter according to the rise or fall in the said All India Consumer Price Index. The rate of increase or decrease will be Rs. 1.30 for each point of rise or fall in the average quarterly index.

Adjustments of D.A. will be made as follows :

Average of quarter	Date of revision
July-September	1st December
October-December	1st March
January-March	1st June
April-June	1st September

3. The revised wage structure shall come into effect from the 15th September 1973 provided, however, that for paying dearness allowance, the payment to be made for October 1973 should reflect the amount due on the average index for the quarter ending 30th June 1973. The next revision of the dearness allowance will be as indicated above.

4. Detailed wage structure providing for suitable differentials along with other issues covered by the terms of reference, will be settled by the Bipartite Negotiating Committee within three months.

5. Till the detailed wage structure is worked out, all those employees who were eligible for the interim relief of Rs. 25 p.m. granted earlier shall be eligible for getting the benefit of the present increase given to unskilled workers. All other allowances now obtaining including house rent allowance shall continue to be operative.

6. This settlement shall be in force up to the 1st March 1977.

If any doubt arises with regard to interpretation of this award, the decision of the Labour Minister will be final and binding.

Sd/- (K. V. RAGHUNATHA REDDY)
15-10-1973

ANNEXURE V FORM—H

MEMORANDUM OF SETTLEMENT UNDER Sec. 12(3) read with Sec. 18(3) of the Industrial Disputes Act between the workmen and the Management of Bharat Electronics Ltd. Jalahalli, Bangalore-13.

Representing Management	Representing Workmen
S/s.	S/s.
N. P. Manjunatha Secretary	E. K. Raja, Vice President, BEEU.
	S. Arangil, Secretary, BEEU.
A. Banerjee, Personnel Officer	Dr. M. D. Nataraj, President, BEKS.
	K. Vijayakumar, Secretary, BEKS.
	S. R. Swethadri, President, BEMS.
	M. Bhojaraju, Gen. Secretary, BEMS.

SHORT RECITAL OF THE CASE

The agreement in respect of wage, allowance and fringe benefits between the workmen and Management of Bharat Electronics Limited having expired on 31st December 1976, the representatives of the workmen had submitted their Charter of Demands on which several bilateral discussions were held. The Unions had served a strike notice on the Management on 27/28-4-1978 and had decided to go on an indefinite strike from 25-5-1978. The Commissioner of Labour in Karnataka, Bangalore had arranged conciliation meetings and helped bring about a settlement on 25-5-1978, according to which the strike was called off. This settlement finally settled the Pay Scales, Dearness Allowance, House Rent Allowance, Fitment Benefit; Fixation of Pay and continuation of the rate of neutralisation for the rise/fall in CPI at the rate of Rs. 1.30

per point subject to certain conditions mentioned therein. This settlement also required the bilateral negotiations to be continued for arriving at a settlement on issues listed in Paras 4, 6 and 7 of the settlement. Accordingly, bilateral discussions were held on several occasions and agreement was reached on the pending issues. Some of the Unions, however, served a strike notice on 22-8-1978 with regard to the minimum irreducible Dearness Allowance. The dispute was admitted in conciliation and the Labour Commissioner, Karnataka and State Conciliation Officer held discussions with Unions and Management on 25-8-78 Hon'ble Labour Minister held a joint meeting of the Unions of HAL, BEML and BEL and Management during which an agreement was reached. Further conciliation proceedings were held on 2nd and 3rd of September 1978 before the Addl. Labour Commissioner and wherefore, the following settlement is hereby entered into.

TERMS OF SETTLEMENT

1.0 This agreement is without prejudice to the Unions right to take up the issues of revision of minimum wages and the enhancement of the rate of neutralisation of Dearness Allowance at Rs. 1.30 per point rise/fall in the local CPI, with the Government and if the Government of India agrees to improve the minimum wage or the neutralisation rate beyond Rs. 1.30 per point, the Management agrees to make necessary modifications to the minimum wage, DA neutralisation rate and consequential adjustments in the wage structure in consultation with the Unions.

1.1 If the minimum wages comprising of Pay and Dearness Allowance, or if the rate of neutralisation of Dearness Allowance is altered to a higher rate than agreed to in this settlement, in any other Engineering Central Public Sector Undertaking such as BHEL, HMT, etc., the Management agrees to make necessary modifications in the relevant clauses and consequential adjustments, in consultation with the Unions.

2.0 Scales of pay :

2.1 The existing scales of pay will be revised as hereunder effective from 1-4-1978 :

Wage Group	Existing Pay Scale	Revised Pay Scales
I	Rs. 200-5-290	Rs. 305-7-445
II	Rs. 225-5-240-6-300-7-314	Rs. 335-8-463-9-499
III	Rs. 240-6-288-7-337	Rs. 350-9-530
IV	Rs. 250-6-280-7-350	Rs. 385-10-515-11-592
V	Rs. 265-9-310-10-410	Rs. 405-12-645
VI	Rs. 280-10-430	Rs. 420-13-628-14-684
VII	Rs. 295-12-355-15-505	Rs. 470-16-790
VIII	Rs. 330-16-570	Rs. 525-21-861
IX	Rs. 375-19-413-20-673	Rs. 590-22-964

The Pay scales will be effective from 1-1-1977 if the agreement between the Management of HMT and its workmen provide for the same with the consequential adjustments.

3.0 Dearness Allowance :

3.1 Effective from 1-4-1978, the Dearness Allowance for the quarter 1-4-1978 to 30-6-1978 will be Rs. 135.20 which will be common to all scales (based on monthly average of Bangalore CPI for October, November and December 1977 as published by the Labour Bureau, Simla.)

3.2 With effect from 1-4-1978, the minimum irreducible fixed DA shall be the DA payable at Bangalore on 1st April 1978 i.e. Rs. 135.20, reduced by an amount monetarily equivalent to 8 points change in the Consumer Price Index— which is Rs. 10.40 (Rupees Ten Paise forty only) calculated at Rs. 1.30 per point. Accordingly, Rs. 124.80 shall be minimum irreducible DA for this settlement for all scales of pay when calculated as given above.

3.3 Further adjustments of DA will be made on 1st July 1978 and every quarter thereafter with reference to increase/decrease in the average CPI of the previous quarter published

by Labour Bureau, Simla, applicable to Bangalore (with 1960=100 as the base) at the rate of Rs. 1.30 per point as stated below, subject to the minimum DA indicated in 3.2 above :

Date on which DA is to be adjusted	Quarter with reference to which average CPI is to be worked at
1st January	July, August & September of the previous year.
1st April	October, November & December of the previous year.
1st July	January, February & March of the same year.
1st October	April, May & June of the same year.

4.0 Abolition of DA Slabs :

4.1 In the revised wage structure, the Dearness Allowance has been brought to uniform level for all wage groups instead of the slab system obtaining prior to the settlement. It is agreed that personnel who would have got the benefit of DA slab between 1-4-1978 and 30-6-1981, had they continued in the pre-revised scale will be given protection as shown in Annexure-I and Annexure-II. This benefit would be available only for the duration of this settlement and will not be continued after the cessation of this settlement.

5.0 Fitment benefit and Pay fixation :

5.1 The pay of employees who were on the rolls of the Company as on 31-3-1978 will be so fixed as to ensure the following benefit on fitment to new scales :

Wage Group	Fitment benefit (Rs.)
I	45
II	50
III	50
IV	55
V	60
VI	60
VII	70
VIII	80
IX	85

5.2 The method of pay fixation will be as follows :

5.2.1 Pay as on 1-4-1978 (plus) Dearness Allowance as on 1-4-1978 in the pre-revised wage structure (plus) Fitment Benefit as indicated in para 5.1 above (minus) Rs. 135.20p. (being the D.A. in the revised wage structure as on 1-4-1978) will be the pay in the revised scale. (For those employees who have joined the services of the Company on regular scales on or after 1-4-1978 the pay fixation will be directly in the revised scale). If there is no equivalent stage in the revised scale, the fixation will be at the next lower stage and the difference will be treated as Personal Pay which will be considered as pay while fixing pay on promotion. While fixing the pay on promotion the notional increment in the lower scale will be added to the pay (plus) Personal Pay and the pay on promotion will be fixed at the next higher stage in the higher scale. An illustration is given below :

For a person drawing a pay of Rs. 522/- in Wage Group VIII as on 1-4-1978, the fixation would be as follows :	
Pay	Rs. 522.00
DA as on 1-4-1978	Rs. 305.20
Fitment Benefit	Rs. 80.00
Total	Rs. 907.20
Revised DA as on 1-4-78	Rs. 135.20
Balance pay to be paid	Rs. 772.00

This will be adjusted as Pay Rs. 756 and Personal Pay Rs. 16.00.

On promotion, normal rule is to add one increment of Rs. 21 to the Basic Pay viz., Rs. 756, which would have fixed him at Rs. 788 in Wage Group IX. However, the notional increment of Rs. 21 will be added to Rs. 772 which would make the pay as Rs. 793 in the lower scale and the higher stage in Wage Group-IX would be Rs. 810 and not Rs. 788.

6.0 Introduction of Wage Group-X :

6.1 A new scale of Pay, wage Group-X with the scale of Rs. 700-25-1050 will be introduced in consultation with the Unions. This scale will carry the Dearness Allowance payable under this settlement i.e. Rs. 135.20 as on 1-4-1978, with consequential changes due to changes in the local Consumer Price Index as stated in 3.0 above, and a House Rent Allowance of Rs. 90 per month. For promotion to the.....if would not be compulsory to go through Wage Group-X.

7.0 House Rent Allowance :

7.1 Effective from 1-4-1978, House Rent Allowance will be paid at the following rates only to such of those employees who are not resident in the Company's quarters and who are otherwise entitled to the Payment of House Rent Allowance :

Wage Group	H.R.A.
	Rs.
I	35
II	40
III	40
IV	50
V	60
VI	60
VII	65
VIII	80
IX	80
X	90

8.0 Payment for the period 1-1-1977 to 31-3-1978 :

8.1 The Fitment Benefit would be payable for the period 1-1-1977 to 31-3-1978. It would be reckoned as pay for purposes of over-time, leave salary, PF and Bonus, and will be subject to statutory recoveries.

8.2 The payment for the period 1-1-1977 to 31-3-1978 will be for those employees who were on the rolls of the Company as on 1-1-1977. In respect of those who continued to be on the rolls of the Company as on 31st March 1978, the amount payable will be 15 times the fitment benefit as per para 5.0. For those employees who joined subsequent to 1-1-1977, or left the services of the Company before 31-3-1978, a proportionate amount shall be paid depending on the date of joining or leaving. For this purpose, broken periods will be reckoned as follows :

- Where the date of joining is before the 16th or, the date of leaving is on the 15th or after of a calendar month, the full calendar month will be counted, and
- where the date of joining is on 16th or after or date of leaving is before the 15th of a month, the month will not be counted.

8.2.1 The ad-hoc advance already paid to the employees in terms of the settlement signed before the Labour Commissioner, Karnataka, on 25th May 1978 and paid as per Office Order No. HO/290/002 dated 29th May 1978 will be adjusted against any payment made under this settlement.

8.2.2 For personnel who were promoted between 1-1-1977 and 31-3-1978, the service rendered in the respective Wage Groups will be reckoned while making payment.

8.3 (For employees who are not resident in Company's accommodation and who are otherwise entitled to the payment of House Rent Allowance, for the period 1-1-1977 to 31-3-1978 the difference between the revised HRA as shown under Para 7.0 and what has been actually paid to the employees during this period, would also be paid.)

9.0 Lumpsum Payment :

9.1 It is agreed that employees who are on the rolls of the Company as on 1-4-1978, in addition to the arrears pay-

able as per Para 8.0 above, a sum of Rs. 78 would be paid as agreed to in the meeting before the Hon'ble Minister for Labour, Karnataka, Bangalore, on 29th August 1978.

10.0 Encashment of Leave :

10.1 Annual Leave at the credit of an employee's Account in excess of one year's entitlement shall be encashable. terms and conditions will be as per Office Order No. HO/798/001 dated 3-12-1977.

11.0 Leave Travel Concession :

11.1 The employees shall have the option to avail of the Leave Travel Concession for journey to Home Town and back or to any other place in India other than the Home Town as the case may be either under the existing Scheme (Scheme 'A') or the revised Scheme (Scheme 'B') as per the details given below :

11.2 Scheme 'A'

11.2.1 The concession for journey to Home Town and back as well for journey to any place in India other than Home Town will be regulated in accordance with the existing Scheme under which the fares for the first 400/160 Kms. for onward and return journeys are to be borne by the employees.

11.3 Scheme 'B'

11.3.1 Journey to Home Town and back (once in 2 years):

11.3.1.1 An employee will be entitled to claim full reimbursement of actual cost of travel for himself and the to Home Town and back for himself and the members of his family limited to the total fare for each of them by the Class to which the employee is entitled to travel by rail as per TA Rules.

11.3.2 Journey to any place in India other than the Home Town (once in 4 years and in lieu of one journey to Home Town and back)

11.3.2.1 An employee will be entitled to claim full reimbursement of actual cost of travel for himself and the members of his family from the Headquarters to any place in India restricted to a distance of 1,500 Kms. each way limited to the total fare for each of them by the Class to which the employees is entitled to travel by rail as per TA Rules.

11.4 All other terms and conditions will be as per the existing Scheme.

11.5 The rules will amended to include dependent parents in the definition of the family for purposes of Leave Travel Concession.

11.6 The employees shall have the option to choose either of the alternative Scheme 'A' or Scheme 'B' case may be for each block period of four years.

12.0 Night Shift Allowance :

12.1 With effect from 1.4.1978 the Night Shift Allowance is revised as hereunder :

Existing Night Shift Allowance	Existing Shift	Revised Night Shift Allowance
Re. 0.50P.	I, III & III-A	Re. 1/-
Re. 0.50P.	IV-A	Re. 1.50P.

12.2 Late attendance upto half-an-hour will be condoned, while granting Night Shift Allowance. All other terms and conditions in respect of grant of Night Shift Allowance will be as per existing rules of the Company.

13.0 Turnout Allowance :

13.1 All security staff, drivers and firemen will be paid turnout allowance of Rs. 10 instead of Rs. 5 per month with effect from 1-4-1978.

14.0 Attendance Bonus :

14.1 The Attendance Bonus payable per month will be increased from Rs. 4 to Rs. 5 with effect from 1-4-1978. All other terms and conditions remain unaltered.

15.0 Advances :

15.1 Festival Advance :

15.1.1 It was noted that the Company has already announced the increase in Festival Advance.

15.2 Cycle Advance :

15.2.1 The amount of Cycle Advance would be raised to Rs. 350 and will be recoverable in 15 instalments. The employees who will take cycle advance will not be required to surrender their bus passes as is being done till now. All other conditions will remain unaltered.

15.3 Scooter/Motor Cycle advance :

15.3.1 The first advance payable for the purchase of Scooter/Motor Cycle will be raised from Rs. 4,000 to Rs. 5,000 and will be admissible to all employees drawing a basic pay in excess of Rs. 525. All other terms and conditions would remain unaltered. It is hereby agreed that the advance for the purchase of Scooter/Motor Cycle would only be paid to personnel who on the date of application have got sufficient balance of emoluments after deductions to allow recoveries towards Scooter/Motor Cycle advance and be within the permissible percentage deductions under the Payment of Wages Act. It is hereby agreed that in case of personnel who have drawn Scooter/Motor Cycle advance, if it comes to a position where the recoveries exceed the permissible limits under the Payment of Wages Act, further advances such as Festival Advance etc., will not be granted.

16.0 Conveyance allowance :

16.1 It is agreed that employees who are not resident in Company's quarters nor provided with a seat in Company's transport and who are staying beyond 5 Kms. from the place of work, would be given a Conveyance Allowance of Rs. 20 per month. This allowance will not be payable if the employee is absent for more than 7 working days during the wage period.

17.0 Monetary Award for acquiring additional qualification :

17.1 Management agrees, in principle, to introduce a scheme of monetary award similar to what is obtaining a other undertakings like III and HAL in Bangalore. The detailed scheme would be announced in due course. It is agreed that the qualification should be considered useful in the discharge of the employee's work in the Company and should have been obtained after the date of introduction of the Scheme. The employee should undertake to serve the company for a minimum period of two years after obtaining the award.

18.0 House Building Advance :

18.1 The Management agree in principle to introduce a

18.1 The Management agree in principle to introduce a scheme for House Building Advance subject to budgetary allotment every year. The Rules will be framed and announced separately.

19.0 Duration of the Settlement :

19.1 This Settlement shall be operative and binding on both the parties upto 30th June 1981, and shall thereafter also continue to remain binding on them until it is terminated in writing by either party giving two months' notice of their intention to do so.

20.0 In their Charter of Demands submitted by the Unions, all outstanding issues relating to Pay, Dearness Allowance, House Rent Allowance and other issues having financial implications like Night Shift Allowance etc., raised by the Unions are hereby settled. All other items included in the Charter of Demands and not covered by this Settlement can be discussed mutually and settled.

21.0 Conclusion :

21.1 The Unions will fully and wholeheartedly co-operate with the Management in maintaining discipline, reducing absenteeism, increasing efficiency and improving productivity.

21.2 The anomaly arising out of this Settlement shall be settled as per rules.

Signature of Management
Representatives

Signature of Workmen
Representatives

Before me

(MTR MASOOD ALI KHAN)
Addl. Labour Commissioner &
Conciliation Officer, Karnataka

ANNEXURE VI

Occupational nomenclature with job descriptions and their classification into grades for Operatives in the Cement Industry.

Sl. No.	Occupational Nomenclature	Alternate Designation	Job description	Grade	Remarks
1.	(a) Armature Winder. "B" (Skilled, Upper)		Dismantles and re-winds electrical motors, generators, transformers, etc. and attends to all work incidental thereto including forming of coils, impregnating them, etc. Also attends to the maintenance of electrical equipments.	B	
	(b) Armature Winder. "A" (Skilled, highly)		As for Armature Winder "B" above and in addition to make and read diagrams of windings, to test electrical equipments before and after re-winding and all other work incidental to or connected with the above.	A	
	(c) Armature Winder-cum-Supervisor "V".		As for Armature Winder "A" above and in addition, to plan, direct, control and supervise the work of Armature Winder(s) and to attend to any other work incidental to or connected therewith.	V	
2.	Ayah		Helps Nurse/Midwife in her work. Undertakes duties such as giving bath/sponge to patients, changing beds and changing garments of patients. As Ayah in the creche, looks after children in the creche, i.e. gives them wash, changes their garments, feeds them, engages them in games, gives them elementary lessons etc. All other work incidental to the above.	D	
3.	Bags Brander		Printing bags by the Bag Branding Machine, adjusting the machine to get proper impression and all other work incidental thereto.	D	
4.	Bearer.		Possesses skill for laying the table and serving food and beverages in the Guest/Inspection House/Bungalow. Looks after cleanliness of Guest House/Bungalow and its equipment such as crockery, cutlery, linen, furniture, etc. Maintains Guest Register and account of the inventories and materials. Attends to all other duties which are connected or incidental to the above.	C	
5.	(a) Blacksmith. "C". (Skilled, lower).		Forges metals to required shape and size by process of heating, bending, hammering, etc.; beats metal in furnace to the required degree of temperature and forges it to required shape and size by hammering either by himself or by hammerman; joins pieces of metal by forge-welding; must be able to temper the tools and case hardening the machinery parts; selects proper material (size and type); fits Mill components and attends to revetting work. Carries out all other jobs incidental thereto.	C	

Sl. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
	(b) Blacksmith "B" (Skilled, upper)		As for Blacksmith 'C' and in addition, (a) Must be able to forge and fit a hand-vice; (b) Must be able to forge to dimensions connecting rod, eccentric rod, side rod or piston rod; (c) Must be able to forge and fit without lathe work, Mc Mahon spanner; (d) Must be able to fabricate structural work as per drawings/without drawings taking the help of welder for any welding work; and (e) carries out all other jobs incidental thereto.		
	(c) Blacksmith "A" (Skilled highly)		As for Blacksmith 'B' above and in addition should be able to fabricate all intricate structural work.	A	
6. (a)	Boiler Attendant "B" (Skilled, upper)		Responsible for the proper maintenance and safe operation of all Boilers is his charge. Must be conversant with statutory regulations pertaining to the job. All other work incidental to the above.	B	Must hold 2nd Class Boiler Certificate.
	(b) Boiler Attendant "IV"		Responsible for the proper maintenance and safe operation of all Boilers in his charge. Must be conversant with statutory regulations pertaining to the job. Assists in maintenance and major overhauls of machineries in Power House. All other work incidental to the above.	IV	Must hold I Class Boiler Certificate.
	(c) Boiler Attendant "V"		As for Boiler Attendant "IV" above and in addition, supervise Boiler Personnel in his Section.	V	Must hold I Class Boiler Certificate.
7. (a)	Cable Jointer. "B" (Skilled, upper)		Lays and prepares cable ends, (both HT & LT) and soldering, jointing of all types of cables; locates & rectifies cable faults; prepares and reads cable layout drawings; carries out minor electrical repairs under guidance; and other jobs related to the trade.	B	
	(b) Cable Jointer "A" (Skilled, highly)		As for Cable Jointer "B" above and in addition guides and trains junior and carries out major electrical repairs under guidance.	A	
8. (a)	Carpenter "C" (Skilled, lower)		Makes, assembles, alters and repairs wooden structures including shuttering and articles involving use of hand/power tools, does varnishing; undertakes repairs in Kilns during relining; and all other work incidental to the above.	C	
	(b) Carpenter "B" (Skilled, upper)		As for Carpenter "C" above and in addition reads drawings and makes furniture.	B	
	(c) Carpenter-cum-patternmaker "A" (Skilled, highly)		As for Carpenter "B" above and in addition, makes wooden patterns used in the making of moulds for castings; should be a highly skilled carpenter, be able to read sectional drawings and know the types of wood normally used for pattern making and the shrinkage allowance for various metals and all other work incidental thereto.	A	

Sl. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
9. (a)	Cook "C" (Skilled, lower).	Halwai-cum-cook	Prepares and cooks various kinds of dishes and sweets and does all work incidental thereto.	C	
(b)	Cook "B" (Skilled, upper)		As for Cook "C" above and in addition, specialises in preparing particular type of food such as continental dishes, desserts' etc.	B	
10. (a)	Crane Driver "C" (Skilled, lower)		Operates stationary or mobile crane to transport materials in the factory; carries out routine maintenance and makes adjustments for smooth and safe operation of the crane; has a general knowledge of the working of the electrical/mechanical equipments in the Cranes and all other work incidental to the above.	C	
(b)	Crane Driver "B" (Skilled, upper)		As for Crane Driver "C" above and in addition, carries out repairs.	B	
(c)	Crane Driver "A" (Skilled, highly)		As for Crane Driver "B" above and in addition carries out major repairs.	A	
11. (a)	Crusher Attendant "C" (Skilled, lower)		Attends to Crushers and Vibrating Screen in the limestone crushing plant. Assists in carrying out routine maintenance of Crushers and allied machineries. Assists Fitters during major overhaul; maintains liaison with the Quarries & Raw Mills Department; maintains daily log sheet.	C	
(b)	Crusher Attendant "B" (Skilled, upper)		As for Crusher Attendant "C" above and in addition, carries out minor repair work to machinery.	B	
(c)	Crusher Attendant "A" (Skilled, highly)		As for Crusher Attendant "B" above and in addition, carries out major repairs to machinery.	A	
(d)	Shift Incharge "V"		As for Crusher Attendant "A" above and in addition, supervises the work of various categories of personnel in the Crushing Plant/Department. Also train and guides junior personnel.	V	
12. (a)	Diesel Mechanic "B" (Skilled, upper)	Mechanic	Attends to repairs, breakdown & overhaul of Diesel/Petrol operated machines & equipment, and maintains the same in optimum working condition; diagnoses mechanical faults and rectifies them and is able to tune the running of an engine to produce maximum efficiency. Must be capable of working independently; reads machinery assembly drawings and identifies spare parts; has knowledge of various clearances and tolerances applicable to various parts of diesel machinery and all other work incidental to the above.	B	
(b)	Diesel Mechanic "A" (Skilled, highly)		As for Diesel Mechanic "B" above and in addition, assists Diesel Foreman in maintaining log books and implementing preventive maintenance schedules.	A	
(c)	Diesel Mechanic "V"		As for Diesel Mechanic "A" above and in addition supervises and guides Mechanics, Fitters and other Artisans and trains them.	V	

S. No.	Occupation Nomenclature	Alternate designation	Job description	Grade	Remarks
13. (a)	Dryer Operator "B" (Skilled, upper)		Operates one or more Coal/Slag Dryers for safe and optimum performance as regards quantity and moisture content of output; carries out minor maintenance; assists the maintenance staff during major overhaul; maintains log sheets and all other work incidental to the above.	B	
	(b) Dryer Operator "A" (Skilled, higher)		By virtue of long experience, possesses considerable skill and knowledge in the operation and maintenance of Coal/Slag Dryers, also guides and trains his juniors for improving operational efficiency.	A	
14. (a)	Electrician-cum Wireman. "B" (Skilled, Upper)		Locates electrical faults and rectifies them; installs electrical machinery, gives electrical connections and tests electrical equipments for optimum performance; attends to repairs, overhaul, operation and maintenance of the electrical machinery; is conversant with all safety precautions essential for working on HT & Lt. systems and familiar with treatment for electrical shocks; does any kind of work in connection with electric lines & wiring, indoor/outdoor; attends to Switchboards when necessary; tests wiring system, locates & rectifies faults; repairs household, electrical appliances such as Fans, Heaters etc.; and all other work incidental to the above.	B	He must possess statutory qualifications. The designations of Lineman and Wireman are merged with this designation.
	(b) Electrician-cum-Wireman "A" (Skilled, highly)		As for Electrician-cum-Wireman "B" above and in addition, understands electrical circuits/wiring diagrams etc. of the construction and use of all items of electric equipment on which he has to work and assists in repairing and maintaining electrical instruments.	A	Must have statutory qualifications.
	(c) Electrician "IV"		As for Electrician-cum-Wireman "A" above and in addition carries out cable jointing work and motor/armature winding both LT and HT etc.	IV	Must possess statutory Supervisor's Certificate.
	(d) Electrician "V"		Same as for Electrician "IV" above and in addition, repairs and maintenance of instruments; supervises & guides the Junior Artisans.	V	Must possess statutory Supervisor's Certificate.
15. (a)	Fitter "C" (Skilled lower)		1. Must be able to :— (a) mark off and chip through a key way $\frac{1}{8}$ inch wide and $\frac{1}{8}$ inch deep in a piece of rolled steel bar; (b) use file and file the surfaces truly in accordance with the straight edge; (c) mark and drill and tap holes in a flat surface; (d) bed gun metal and white metal bearings on the shafts; (e) use all tools such as chisels, reamers, taps and dies and calipers and drills as required for his trade;	C	

S.No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
15.	Fitter 'C' (Skilled lower) <i>Contd.</i>		<p>2. Attends to repairs and overhaul of machines and equipments and maintains them in working order under guidance; sizes metal objects & components as specified according to drawing by marking, sawing, chipping, filing, scraping, drilling etc.; makes and understands sketches of parts; fabricates, fits and assembles machinery parts as required and does necessary repairs either in Workshop or at site under guidance; carries out overhaul/repairs/replacement/erection alignment of major machinery units under guidance;</p> <p>3. Does all other work incidental to 1 and 2 above.</p>		
	(b) Fitter "B" (Skilled, upper)		<p>As for Fitter 'C', and in addition :—</p> <p>1. (a) must be able to finish the surface by file within a limit of 0.005 inch;</p> <p>(b) must have a knowledge of all tools and instruments required for his trade;</p> <p>(c) must be able to do ordinary marking of different machinery parts on the surface plate;</p> <p>(d) must be able to drill square on surface $\frac{1}{2}$ inch holes accurately pitched to within 0.03 inch;</p> <p>2. Attends to repairs and overhaul of machines and equipments and maintains them in working order; sizes metal objects and components accurately as specified according to drawing by marking, sawing, chipping, filing, scraping, drilling, etc.; makes & understand sketches of parts, fabricates, fits and assembles machinery parts as required and does necessary repairs either in Workshop or at site; carries out overhaul/repairs/replacement/erection alignment of major machinery units, understands assembly drawings, functions of individual parts.</p> <p>3. All other work incidental to 1 and 2 above.</p>	B	
	(c) Fitter "A" (Skilled highly)		<p>As for Fitter 'B' and in addition possesses considerable skill and experience.</p> <p>Sizes metal objects and components at 0.002 inches accuracy or as specified in drawing by marking, sawing, chipping, filing, scraping, drilling etc.</p> <p>Executes erection, repairs overhauls of intricate machinery like high Horse Power gear boxes, compressors etc. also handles jobs where precision alignment is required like alignment of Kilns, Mills etc.</p> <p>Does all other work incidental to the above.</p>	A	
16.	Gangman		Does work in connection with laying maintenance dismantling of railway lines.	D	

S.No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
17.	Hammerman		Hammers iron and steel to required dimensions with sledges, according to the direction of the Blacksmith; selects sledges according to the nature of forging and strikes hot or cold metal, hard or light as per directions of Blacksmith. Assists Blacksmith in Kiln/Mill repairs.	D	
18. (a)	Havildar	Jamadar-Watch & Ward, Head Watchman.	Supervises Watchman on duty. Ensures that Watchmen are at their assigned posts and that they are alert. Maintains discipline amongst security personnel. Such other duties as may be assigned.	B	
(b)	Senior Havildar		As for Havildar above and in addition assists the Security Officer in Office matters, trains Watchmen, holds parades etc. Officiates for Security Officer in his absence. He possesses considerable experience in the work of Watch & Ward.	A	He is an ex-Army or Police personnel, is well trained in fire-fighting & rescue operations.
19. (a)	Instrument Mechanic "B" (Skilled, upper)		Should be able to instal, maintain and overhaul all types of pneumatic, mechanical, electrical and electronic instruments such as steam meters, oxygen and carbon monoxide analysers, water meters, vacuum, pressure and temperature recorders, weight feeders etc. He requires some degree of guidance and supervision.	B	
(b)	Instrument Mechanic "A" (Skilled, highly)		As for instrument mechanic "B" above and in addition he possesses considerable experience and thorough knowledge of instrumentation and instruments.	A	
(c)	Instrument Mechanic "V"		Same as for Instrument Mechanic "A" above and in addition, supervises and guide the related work of the juniors.	V	
20. (a)	Khalasi "C" (Skilled lower)		Puts up scaffolding, selects and fixes chain blocks & other lifting & pulling devices under guidance; selects and fastens slings for safe lifting/lowering spares & equipments under guidance; shifts, loads materials from one place to another, and all other work incidental to the above.	C	
(b)	Khalasi "B" (Skilled, upper)		Puts up scaffolding, selects and fixes chain blocks and other lifting & pulling devices; selects & fastens, slings for safe lifting/lowering spares and equipments; shifts, loads materials from one place to another; maintains tools and tackles and all other work incidental to the above.	B	
(c)	Khalasi "A" (Skilled, highly)		As for Khalasi "B" above and in addition, guides and trains up juniors. Also handles special and/or intricate jobs. Possesses considerable experience and skill and has absolutely through knowledge of various jobs.	A	
21.	Lab. Boy		Brings hourly and other periodical samples of various raw materials, semi-finished and finished products for tests in the main or site laboratory from various locations in the factory; conveys the test results to the plant operators every hour or periodically as required; keeps the work place,	E	

Sl. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
			laboratory, implements and the premises clean and tidy; gets materials from General Stores/other departments and does all jobs of manual nature; helps the Tester and other superiors in carrying out routine manual work and all other work incidental to the above.		
22. (a)	Loco Driver "B" (Skilled, upper)		Drives the Electric/Diesel/Steam Locomotives for transporting wagons, empty or loaded with materials; carries out shunting operations; does routine maintenance of Loco and minor repairs; maintains log book and all other work incidental to the above.	B	Must have statutory Certificate where required.
	(b) Loco Driver "A" (Skilled, highly)		As for loco driver "B" above, and in addition has the necessary knowledge of machinery for locating faults and carrying out repairs.	A	Must have statutory Certificate where required.
23.	Loco Fireman "C" (Skilled lower)		Shovels coal into Furnace of Steam Loco to generate steam of required pressure; adjusts steam pressure by regulating feed of coal and water; cleans and oils the Loco and assists in carrying out the necessary routine maintenance and minor repairs to the Loco and all other work incidental to the above.	C	Must have statutory Certificate where required.
24. (a)	Machine Tool Operator "C" (Skilled, lower)	Turner, Machinist, Driller, Grinder. Planning/Shaping/Slotting/Milling/Sawing man	Operates machine tools for turning, screw cutting, drilling, shaping, planning etc., by judicious selection of cutting tools, cutting oil, cutting speeds and depth of cut for optimum performance; grinds properly the cutting tools required for machining; has knowledge of various machine tools, their parts and their ancillaries. Is conversant with the various measuring devices like Calipers, Micrometers, etc.; is able to work to simple sketches and all other work incidental to the above including proper maintenance.	C	
	(b) Machine Tool Operator "B" (Skilled, upper)		As for Machine Tool Operator "C" above. However, accuracy in the jobs undertaken should be $\pm .005$ " and in addition—is able to make dimensioned sketches of the different types of jobs; is able to do boring jobs and any other work incidental to the above.	B	
	(c) Machine Tool Operator "A" (Skilled highly)		As for Machine Tool Operator "B" above. However, accuracy should be as desired and in addition, is able to milling and gear cutting job; has full knowledge of setting milling machines for various jobs and any other work incidental thereto.	A	

Sl. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
25.	Machinery Attendant		Looks after running machinery allocated to him for safe optimum performance; starts and stops the machines; regulates the feed to the machine to obtain desired quantity and quality of output; cleans the machine, lubricates, cleans the surrounding area of any spillage; assists in carrying out repairs, overhauls and maintenance of machines; has basic knowledge of the machinery units and any other work incidental to the above.	D	The existing designations like Feed-table Attendant, Wash Mill Attendant, Silo Attendant, Hopper Attendant, Compressor Attendant, Winch Attendant, Conveyor Attendant, Dust Filter Attendant, Mixer Attendant, Cooler Attendant, Greaser Oiler, Oilman etc; will be deleted and there will be only one common designation "Machinery Attendant."
26.	Operator (Slurry Pumps, Fluxo Pumps & Vacuum filters, Calcinator).		He looks after the Slurry/Fluxo Pumps, regulates the feed to pumps, carries out minor adjustments to ensure efficient operation of the machinery units. Operates vacuum filters, Calcinators, wherever existing by controlling the moisture in the slurry cakes, nodules fed to the Kilns. Ensures the operation of the running machinery for optimum safe performance, starts and stops the machines, cleans the machines, lubricates, cleans the surrounding area of any spillage and assists in carrying out repairs, overhauls and maintenance of machines. Possesses sound knowledge of the machinery units.	C	
27.	Mali		Possesses sound knowledge in horticulture. Maintains gardens/lawns, cuts road-side trees and undertakes all work incidental thereto.	D	
28. (a)	Mason "C" (Skilled, lower).		Carries out bricklining work inside the Kilns, Boilers, Furnaces, Chimneys and allied repair work; lays bricks, mortar and other construction materials to construct/repair walls, floor and other structure in factory/colony; also does plastering including laying of pipes etc; assists the Supervisor in physical stock taking of raw materials; etc.; and any other work incidental to the above.	C	
(b)	Mason "B" (Skilled, upper).		As for Mason "C" above and in addition, does foundation construction for machines, new cement concrete roads & repairing of old roads; identifies the various refractory materials with the points of use and any other work incidental to the above.	B	
(c)	Mason—RCC "A" (Skilled, highly).		As for Mason "B" above and in addition, understands civil engineering drawings; executes RCC work including bar bending etc. and any other work incidental to the above.	A	

Sl. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
29.	Mate "C" (Skilled, Lower)	Jamadar/Mukadam	Supervises work of a group of mazdoors and/or Sweepers engaged in various Departments and any other work incidental to the above.	C	
30.	Mazdoor	Helpers, Loaders	Unskilled male or female engaged in work such as carrying material, breaking stone, loading, unloading of materials, cleaning, etc. Does all type of unskilled work in various Departments and any other work incidental to the above.	E	
31. (a)	Miller "B" (Skilled, upper).		Maintains proper feed in the Mills to get optimum output quantity-wise and quality-wise; attends to the running & maintenance of Mills and auxiliaries; keeps liaison with laboratory personnel regarding quality matters; attends to minor repairs/break-downs; assists during major repairs; maintains log sheets and any other work incidental to the above.	B	
(b)	Miller "A" (Skilled, highly).		He possesses considerable experience and skill in the operations, handled by Miller "B" grade. In addition, he guides in the maintenance and repairs of the machinery and also trains and guides junior persons in the Section.	A	
(c)	Shift Incharge/Raw Mills/Cement Mills "V".		As for Miller "A" above and in addition, he is in-charge of Raw Mills/Cement Mills shift and his main duty is to supervise the work of workmen in the Mills Department.	V	
2. (a)	Motor Vehicles Driver "B" (Skilled, upper).		Drives diesel/petrol/electrically driven trucks/buses/automobiles/tractor etc., for transporting men/materials; attends to minor repairs and keeps the vehicle in clean condition; reports to maintenance staff any unusual condition of the vehicle; maintains log books and any other work incidental thereto.	B	Must possess statutory Driving Licence.
(b)	Motor Vehicles Driver "A" (Skilled, highly).		As for Motor Vehicles Driver "B" above and in addition, possesses long experience and considerable skill in discharging the various jobs. Has a good knowledge of operation of the engine and other fittings required for the optimum performance of the vehicle and any other work incidental to the above.	A	
33. (a)	Moulder "C" (Skilled lower).		Prepares moulds of machinery parts with the aid of pattern and hand tools and pours or directs a flow of molten metal into it to make castings within the desired tolerances (and free from flaws such as blow holes etc.) applicable for simple machinery parts and other intricate parts under guidance; operates and has working knowledge of cypob casting machine and any other work incidental thereto.	C	
(b)	Moulder "B" (Skilled, upper).		As for Moulder "C" above and in addition, is conversant with various types of moulding and selects materials accordingly; conversant with efficient operation of cupola/oil fired furnace/pit furnace etc. and operates the same and understands working sketches.	B	

Sl No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
	(c) Moulder "A" (Skilled, highly).		As for Moulder "B" above and in addition, has considerable experience and skill in handling various jobs and makes cores necessary for intricate castings and undertakes any other work incidental to the above.	A	
34. (a)	Nodulizer Operator "C" (Skilled, lower).	Granulator Attendant	Maintains proper feed of raw meal and water to the nodulizer and operates the Nodulizer to obtain proper feed of nodules (quantity-wise and quality-wise) to the Lepol Grate of the Kiln; keeps liaison with the Burner; starts and stops the nodulizer and various auxiliaries; keeps the working area clean of the spillages; assists during repairs and any other work incidental to the above.	C	
	(b) Nodulizer Operator "B" (Skilled, upper).		As for Nodulizer Operator "C" above and in addition, has considerable experience and skill in jobs and in addition trains and guides the juniors.	B	
35. (a)	Packerman "C" (Skilled, lower).		Attends to the work of filling cement into bags on the packing machine or by hand. Should ensure maintaining weight of cement within specified limits in the bag. Assists in the routine maintenance of packing machines and auxiliaries, cleaning and greasing and any other work incidental to the above.	C	
	(b) Packerman "B" (Skilled, upper).		As for Packerman "C" above and in addition, has considerable experience and skill in discharging the various jobs. Also carries out routine maintenance independently.	B	
36. (a)	Painter "C" (Skilled, lower).		Applies decorative or protective coats of paints etc., on exterior or interior surfaces of wood work, machinery etc. to required colour and shade; has knowledge of mixing of colours; trims and fixes glass panes in windows etc., and any other work incidental thereto.	C	
	(b) Painter "B" (Skilled upper).		As for Painter "C" above and in addition, undertakes finer work like safety, productivity, posters etc.	B	
37.	Peon	Chaprasi, Office Boy, Messenger, Attender	He should be a literate person who can read and write English and local language. Brings mail from Post Office, opens the mail, distributes the mail, carries papers, files from one place to another, runs errands and attends to cleanliness of the Office and Office Furniture, carries and brings cash and pastes vouchers/bills, etc. as required and carries out other related or incidental duties.	D	
38.	Pointsman		Operates hand points for setting railway lines and for shunting etc. and gives signals to Loco Drivers for safe running of Loco; couples and decouples the carriage and wagons; keeps tracks and points clean of spillages; lubricates points and crossings and any other work incidental thereto.	D	

S. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
39. (a)	Quarry Driller (Wagon Drills & Jack Hammer) "C" (Skilled, lower).		Operates Wagon/Jack Hammer drills and bores holes for blasting purposes; assists in the repairs and maintenance of the drills and all other work incidental thereto.	C	
(b)	Quarry Driller "B" (Skilled, upper).		As for Quarry Driller "C" above and, in addition, possesses considerable experience and skill in operating and maintaining Drills. Also assists in maintenance of compressor. He also operates blasthole drills like Joy Drills, if used.	B	
(c)	Quarry Driller "A" (Skilled highly).		As for Quarry Driller "B" above and in addition, possesses considerable skill and experience in the operation of blasthole Drills like Joy Drills and does maintenance of Compressors.	A	
40. (a)	Heavy Equipment Operator "B" (Skilled, upper).	Excavator/Shovel Operator, Dumper Operator, Bull Dozer Driver, Drag Line Operator, Pay Loader Operator, Quarry Heavy Equipment Operator.	Operates all types of diesel or electric heavy duty earth moving equipment to load or shift materials such as limestone, coal etc., attends to routine maintenance and minor repairs; assists in major repairs/overhaul; ensures safety of the equipment operated by him; reports any unusual performance of the equipment to the Maintenance staff and all other work incidental to the above.	B	There will be only one designation of Heavy Equipment Operator instead of specific designation like Shovel Operator, Dumper Operator etc. Must possess statutory Licence for driving heavy duty vehicles wherever required.
(b)	Heavy Equipment Operator "A" (Skilled, highly).		As for Heavy Equipment Operator "B" above and in addition, he possesses considerable experience and skill in the operation and maintenance of the various equipments. In addition, has knowledge of the engine and other fittings.	A	Must possess statutory Licence for driving heavy duty vehicles wherever required.
(c)	Heavy Equipment Operator "V"		As for Heavy Equipment Operator "A" above and in addition, guides and trains junior operator.	V	
41. (a)	Blaster "C" (Skilled, lower).		Transports explosives from place to place, guides for safe transport when unskilled workmen are deployed for the job; prepares explosives for charging the blast holes; charges the blast holes; guides the unskilled workmen deployed for the job; blasts the holes after charging; inspects the quarry after the blasting is over; and defuse the unexploded explosives; maintains the magazine in a neat and clean manner and all other work incidental to the above.	C	Must possess statutory Blaster's Certificate
(b)	Blaster "B" (Skilled, upper).		As for Blaster "C" above and in addition, Possesses considerable experience and skill in carrying out the various operations as for Blaster "C".	B	Must possess statutory Blaster's Certificate.
42.	Stitcher		Stitches empty/filled bags with the help of stitching machine; also undertakes minor repairs and routine maintenance and all other work incidental to the above.	D	

1	2	3	4	5	6
43.	Sweeper		Cleaning, sweeping and doing other incidental manual work in connection with sanitation and cleanliness of factory/quarry offices, colony, etc. to maintain desired standard of cleanliness.	E	
44. (a)	Switchboard & Turbine Attendant "B" (Skilled, upper)		Operates and attends to switches and switchgears on switchboard to regulate electric power supply from power source to achieve optimum load factor and power factor; operates steam power turbine for optimum performance which drives generator for producing electricity; reads meters and maintains log books; understands the importance and implications of maximum demand, power factor and load factor; and any other work incidental to the above.	B	
	(b) Switchboard & Turbine Attendant "A" (Skilled, highly)		Possesses considerable experience and skill in attending to job as for switchboard and turbine attendant "B" and assists during repairs, overhauls of turbines and auxiliaries.	A	
45.	Testing Boy		Brings hourly and/or periodical samples of various raw materials, semi finished and finished products for tests in the main or site laboratory from different locations in the factory; tests these samples for such parameters like moisture content, fineness, residue, setting times etc. and record the results in the log sheets; prepares samples for more detailed tests, like grindability test, etc.; carries out screen analysis of different materials as and when required and records the data in the log sheet; helps the tester and other superiors in taking measurements of slurry/cement and records the readings; keeps the workplace laboratory implements clean and tidy; conveys the test results to the plant operators every hour or as and when required; help testers and other superiors in carrying out laboratory work and any other work incidental to the above.	C	
46.	Ward Boy		Assists nursing staff in Hospitals/dispensaries in taking care of patients and maintains cleanliness in Hospitals/Dispensaries and other work incidental thereto.	E	
47.	Watchman	Chowkidar	Engaged in Watch and Ward work, does gate duties, patrolling, night watch, etc. In emergencies, should be able to carry out fire-fighting, rescue operations etc., carries out search, keeps records of vehicles coming in or going out of factory.	D	Ex-Army or ex-Police or Watch & Ward trained personnel, having fire-fighting experience will be placed in "C" grade.
48. (a)	Welder "C" (Skilled, lower)		Cuts metal parts by gas or electrical process; reconditions the worn out spare parts; is conversant with the use and application of different electrodes and fluxes etc. used for different types of jobs and the operation of welding machines; has	C	

1	2	3	4	5	6
			knowledge of the strength of various welding joints and is able to make judicious choice in a particular situation; welds mild steel pieces in horizontal, vertical and over-head positions and any other work incidental to the above.		
(b)	Welder "B" (Skilled, upper)		Possesses experience and skill in attending to jobs as for Welder "C" and in addition, welds cast iron and non-ferrous metals, understands working sketches.	B	
(c)	Welder "A" (Skilled, highly)		Possesses experience and skill in attending to jobs as for Welder "B" and in addition, does special welding jobs like Kiln and Mill shell welding. In case of boiler tubes and auxiliaries of boiler carries out welding to meet the statutory requirements; reconditions spares requiring great dimensional accuracy and all other work incidental to the above.	A	

Footnote:—

The above list of occupational nomenclature with job descriptions, and classifications into different grades, is subject to the following footnote:—

- (a) We consider it necessary to stress that the duties briefly described constitute only the principal duties and are not exhaustive of the functions and the responsibilities of the employees. Depending on variety and type of equipment used and varying nature of processes in vogue, job descriptions may vary. An employee may be attending to work of two or more categories in which event, the appropriate grade in which he should be placed is left to the individual units which should take a decision in consultation with the Union in that unit.
- (b) Such of the employees who presently figure in the higher grades than what are provided for, will continue to remain in the higher grades and will not be adversely affected by our classification. However, new entrants should be taken in the appropriate grade as indicated by us.
- (c) At present there are designations, like Asst. Fitter, Asst. Welder, Asst. Blacksmith, Asst. Khalasi etc., which figure in 'D' Grade. Since these designations stand abolished, if the nature of work of such employees conform to the job description of the skilled lower category in 'C' grade or other appropriate grade, they may be placed in the appropriate grade accordingly. If not, they should continue in their existing grade, until such time they acquire the required skill.
- (d) There may be some designations, which may not be covered by the above nomenclature and job description. We would recommend that these designations should be placed in the appropriate grade, bearing in mind the nature of duties performed by them and the responsibilities attached to their jobs in consultation with local Union.
- (e) There may be cases where a workman may be handling the work of more than one designation under multitrade concept or for other reasons. Such workmen can be given combined and appropriate designations and grades by the concerned units in consultation with the local Union.
- (f) The matter regarding fixing up of a Academic/Technical qualifications for all the designations, in case of fresh recruits is left to the individual Units to decide.
- (g) Workmen are interchangeable form one Department to another including quarry.

Tally Checkers, clerical, lower technical and supervisory staff.

S. No.	Occupational nomenclature	Alternate designation	Job description	Grade	Remarks
1.	Tally Checker		Does semi-clerical duties such as weighing materials, checking, loading and unloading of materials and recording them. Records attendance of workers, items issued etc., and does such other work incidental thereto.	T.C.	

1	2	3	4	5	6
2.	Stores Issuer		(1) Is conversant with the identification of the various machinery parts and other articles of different sizes and make. (2) Issues materials as per requisition slips received from various departments and maintains relevant records and does such other work incidental thereto.	T.C.	Where Stores Issuer is not required to maintain relevant records he will be placed in the operative grade 'D'
3.	Toolskeeper		(1) Is conversant with the various tools used in the workshop. (2) Issues and receives tools to/from workmen and maintains records and does such other work incidental thereto.	T.C.	Where Toolskeeper is not required to maintain relevant records he will be placed in the operative grade 'D'
4. (a)	Dresser "I"		Bandages and treats wounds of patients as directed by the Medical Officer and does all work incidental thereto.	I	
(b)	Dresser "II"		He possess considerable proficiency and experience of bandaging and treating wounds of patients.	II	
5. (a)	Midwife "I"		Renders ante-natal care to expectant mothers, conducts normal delivery cases and renders post-natal care, carries out nursing duties, assists Doctor in labour room and does all work incidental to the above. Pays domiciliary visits if necessary.	I	Must possess Midwife training certificate or any equivalent certificate.
(b)	Midwife "II"		Possesses considerable experience and proficiency in the discharge of the duties of Midwife.	II	Must possess Midwife training certificate or any equivalent certificate.
6.	Clerk-I	General Clerk, Receipt/Despatch Clerk, Stationery Clerk, Sheet writing clerk, Gate Clerk.	Performs one or more simple clerical tasks such as filing, despatching dak, preparation of purchase orders, forwarding notes for despatch of goods; unloading report for receipt of goods, copying and comparison work etc., and such other work incidental thereto.	I	
7.	Clerk-II	General Clerk, Leave Clerk, Typist-cum-Clerk.	Attends to one or more of the following jobs : Routine correspondence, compilation of data for various reports, maintains leave records and assists clerks of higher grades on various jobs assigned from time to time and also such other work incidental thereto. May do typing work also.	II	
8.	Clerk-III	Stores Clerk, ESI Clerk/PF Clerk, Payment Clerk.	Attends to one or more of the following Jobs: Preparation of insurance claims, Inspection report of purchased materials, wages/salary bill and P.F. Does ESI work, preparation of statutory returns, disburses wages/payments and such other work incidental thereto.	III	

S. No.	Occupational nomenclature	Alternate designation	Job description	Grade	Remarks
9.	Clerk-IV	Accounts Clerk, Canteen Incharge, P.I. Clerk, Plant Registration Clerk.	Attends to one or more of the following jobs : Maintenance of various lodgers, plant registers and verification of assets, perpetual inventory work, verification of bills, scrutiny of railway receipts, lodging railway claims/insurance claims and attending to other accounting work etc. Assists Supervisors in disposal of important matters and such other work incidental thereto.	IV	
10.	Clerk-V	Incharge Cement Despatch, Insurance Clerk	Attends to one or more of the following jobs : Land matters, liaison with outside agencies and parties, Works insurance, Sales Tax etc. Independently prepares notes, drafts, memos and summaries quoting precedents, rules, references etc. Incharge of cement despatch, attends to excise duty work and connected jobs and such other work incidental thereto.	V	
11.	Tester-cum-Gauger	Tester/Gauger	<ol style="list-style-type: none"> (1) Is in overall control of the process parameters based on the results of hourly testing of raw materials, semi-finished and finished product. (2) Carries out analysis of slurry, coal, clinker, cement etc. and take immediate corrective action wherever necessary. (3) Supervises the work of Testing/Laboratory Boys. (4) Does preparation/supervision of daily weekly, monthly and quarterly samples of cement pertaining to grinding and packing for tests. (5) Tests clinker and cement samples for complete physical tests as per I.S.I. specifications and maintains data. (6) Helps Laboratory Assistant/Supervisors in carrying out compressive strengths testing/other determination. (7) Maintains gauging room conditions within the permissible limits by recording temperature, humidity readings etc. (8) Keeps physical section appliances clean, tidy and in perfect working order. (9) Maintains continuous liaison with the Plant Operators. (10) Helps Laboratory Assistant/Supervisors in day-to-day laboratory work. (11) Does such other work incidental to the above. 	III & IV	Promotion to Grade IV will depend on length of service, efficiency, quality of work etc.

S. No.	Occupational nomenclature	Alternate designation	Job description	Grade	Remarks
12.	Typist/Teleprinter/Telex Operator		Doing typing work and any other clerical work as may be assigned. Attends and operates Teleprinter/Telex machines and take good care of the machines.	I, II & III	Promotion to Grades II & III will depend on length of service, efficiency, quality of work etc.
13.	Telephone Operator		Attends to Telephone Board PBX Exchange etc. May also be required to attend to clerical duties and such other work as may be assigned.	I & II	Promotion to Gr. II will depend on length of service, efficiency, quality of work etc.
14.	Timekeeper		Working under the supervision of the Chief Time Keeper and as Incharge of the Time Office in his shift and responsible for making attendance, preparation of wage bills, maintains records for the coming and outgoing vehicles of materials and doing work incidental to the above duties.	II & III	Promotion to Gr. III will depend on length of service, efficiency, quality of work etc.
15.	Pr. Trained Teacher	Craft Teacher Physical Training Instructor, Language Teacher	Teaches the prescribed subjects of primary school level, allots and corrects home work, conducts, tests and examinations and prepares examination results. Maintains school registers, record of attendance etc. Conducts extra-curricular activities such as excursions/cultural activities/scouting/physical training/sports and games. Does such other work as may be assigned.	II & III	The incumbent must hold necessary qualification prescribed by the Education Authorities. Promotion to Gr. III will depend on length of service, efficiency, quality of work etc.
16.	Tracer		(1) Makes tracings of drawings and takes blue prints. (2) Responsible for indexing and safe keeping of all tracings/drawings and journals etc. (3) Does such other work incidental to the above.	I & II	Promotion to Gr. II will depend on length of service, efficiency, quality of work etc.
17.	Loading Supervisor (Packing House)	Tally Checker-cum-Loading Supervisor	In addition to the jobs carried out by Tally Checker, carries out the following jobs :— (a) Supervises cement packing and loading operations for maximising cement despatches without incurring demurrage. (b) Liaises with yard staff and local Railway staff for proper placement of empties and withdrawal of loaded wagons. (c) Attends to paper work as required. (d) Does such other work incidental to the above.	I & II	Promotion to higher grade will depend on length of service, efficiency, quality of work etc.
18.	Pharmacist	Compounder	Dispenses medicines as prescribed by Physician. Stores and arranges drugs, prepares mixtures, powders, ointments, liniments etc. as prescribed and gives instructions regarding dosage and use of medicines. Keeps medical stores and maintains account of medical supplies etc. and daily record of prescriptions dispensed. Gives injections, dresses wounds and gives enemas. Renders first-aid in emergency. Attends to hospital duties. Does such other work incidental to the above.	IV & V	Must be a Regd. Pharmacist or must hold Compounder's Certificate approved by the Government. Promotion to Gr. V will depend on length of service, efficiency, quality of work etc.

S. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
19.	Secondary Trained Teacher		Teaches prescribed subjects of secondary school level, allots and corrects home work, conducts tests and examinations and prepares examination results. Maintains school registers, record of attendance etc. Conducts extra-curricular activities such as excursions/cultural activities/scouting/physical training/sports and games and attends to such other duties as may be assigned.	IV & V	Must hold necessary qualification prescribed by the Education Authorities. Promotion to Gr. V will depend on length of service, efficiency, quality of work etc.
20.	Mining Mate		He is responsible for the safety and smooth working of his section and works under guidance of a Mine Foreman. Attends to all statutory duties and such other duties as may be assigned from time to time.	IV	Must hold statutory Mining Mate's Certificate of Competency and should know the local dialect.
21.	Sanitary Inspector		Supervises and controls work of sanitary staff and looks after sanitation, control of epidemic, malaria etc. and does such other work as may be assigned.	III & IV	Must possess the Sanitary Inspector's Certificate. Promotion to Gr. IV will depend on length of service, efficiency, quality of work etc.
22.	Trained Teacher (Graduate)		Same as Secondary trained teacher. Assists Headmaster in administration and execution of educational programmes of schools and attends to extra-curricular activities such as excursions/cultural activities/scouting/physical training/sports and games. Attends to such other work as may be assigned.	V & VI	Must hold B.Ed. or its equivalent qualification Promotion to Gr. VI will depend on length of service, efficiency, quality of work etc.
23.	Chargehand (for a particular trade or Department)	Head Fitter, Head Carpenter, Mason Mistry, Khalasi, Sarang, Shift Incharge of Packing House.	Is in charge of a group of workers, plans the jobs, guides and supervises the workers in the group, personally handles intricate jobs, maintains records as required and does such other work as may be assigned.	V	—
24.	Yard Supervisor		Maintains records of incoming and outgoing wagons, instructs the loco and yard staff for proper placement and withdrawal of wagons (both empty and loaded) in Crusher, Coal and Quarry yards, ensures that there is no demurrage on account of shunting of wagons, supervises the yard staff and liaises with local Railways, Stores, Laboratory, Packing House and Civil Engineering staff and does such other work incidental thereto.	III	—
25.	Blasting Supervisor		Should be specifically appointed by the Mines Manager to supervise blasting operations. (Should have adequate experience for this purpose). He is responsible for the safety of men and material while blasting operations are in progress. He is responsible for the safe handling of explosives and, is accountable for the explosives in the magazine etc., issue and return of explosives, etc. He also does such other work incidental or connected with the above.	V	Must possess Foreman's Certificate of Competency under Mines Act/Regulations.

S. No.	Occupational Nomenclature	Alternate designation	Job description	Grade	Remarks
26.	Laboratory Asstt.		Carries out Chemical Analysis of raw materials and semi-finished products and records the same in registers; analyses cement samples for control parameters; checks/controls daily slurry/rawmeal samples for moisture, titration, fineness etc.; does analysis of clinker with respect to litre wt., rapid lime, free lime etc., does analysis of coal received as well as used; does preparation of standard laboratory solution; does general supervision of testers and gaugers; maintains routine laboratory records and arranges for regular supply of routine stores items; maintains data in compliance with various Excise regulations; takes cement silo measurements as and when required; renders assistance to Assistant Chemist and other superiors in laboratory work and attends to such other work as may be assigned.	VI & VII	Promotion to grade VII will depend on length of service, efficiency, quality of work etc.
27.	Lab. Technician in Hospital		Conducts tests of blood, urine, blood sugar, Cholesterol and sputum etc. for medical purposes and for diagnosis of diseases. Keeps required chemicals and solutions readily available and replenishes stock from stores. Maintains laboratory in clean and tidy conditions. Maintains record of all tests performed and stock in laboratory and all other duty incidental thereto.	V & VI	Must possess Diploma in Laboratory Technology. Promotion to grade VI will depend on length of service, efficiency, quality of work etc.
28.	Stenographer		Taking dictation in shorthand and transcribing by typing, filing papers, and maintaining correspondence files. May operate Teleprinter/Telex when required and does such other work as may be assigned.	V & VI	Promotion to grade VI will depend on length of service, efficiency, quality of work, etc.
29.	Nurse (Male or Female)		Renders general nursing care to the patients, assists Medical Officer(s) and performs other nursing tasks and community health services in Hospitals/Dispensary and Colony. Renders first-aid, gives injections, attends to dressing work, attends to shift duties in the Hospitals, attends to maternity cases and does such other work as may be assigned.	IV & V	Must hold nursing Certificate or any other equivalent qualification. Promotion to Grade V will depend on length of service, efficiency, quality of work etc.
30.	Tariff-In-Charge		Receives all railway receipts for inward and outward movement of materials and wagons and verifies the same regarding routing, rating, etc. Follows up with Railways for non-delivery of materials, lodges Railway claims and follows up for their settlement and all other work related thereto.	V & VI	Promotion to grade VI will depend on length of service, efficiency, quality of work etc.
31.	Statistics Assistant (I)		Maintains various statistical records regarding plant operation to aid management control; assists the Plant Industrial Engineers in carrying out I.E. Studies and in analysis, meaningful interpretation and presentation of relevant data; is conversant with SQC Technique and independently designs SQC procedures for different applications.	V & VI	Must be a graduate in statistics. Promotion to grade VI will depend on length of service, efficiency, quality of work etc.

S. No.	Occupational nomenclature	Alternate designation	Job description	Grade	Remarks
	Statistics Assistant (II)		Same as for Statistics Assistant (I) and in addition— works out designs for Industrial experimentation/EVOP, conducts the necessary trials to determine the optimum levels of operation and formulates guidelines for process improvement.	VII	Must hold Master's Degree or equivalent qualifications in statistics.
32.	Burner (I)		Operates one or more Rotary Kilns and is responsible for production of clinker of right quality and quantity by controlling slurry feed, coal feed, draught, kiln speed, etc. Attends to minor repairs/breakdowns/maintenance. During major shut down of Kilns, carries out supervision of personnel engaged on repairs. Maintains log sheets. Liaises with Laboratory staff regarding quality matters etc. All other works incidental to the above.	V	
	Burner (II)		As for Burner (I) above and in addition, trains and guides burners and other personnel in his shift in Kiln & Coal Mills Dept.	VI	
	Shift Incharge—Kiln and Coal Mill Dept.		As for Burner II above and in addition, supervises workmen working in Kiln and Coal Mill Department and handles any problems in burning.	VII	
33.	Assistant Foreman		Supervises a section or a group of workmen and is above the level of Chargehead. Assists Foreman/Departmental Head and does other work which may be assigned.	VI	
34.	Overseer/Permanent Way Inspector		Supervises Civil Engineering work such as building, roads etc. under the direction of Civil Engineer; supervises installation of railway tracks/repairs; supervises refractory lining work in Kilns/bollers etc.; undertakes survey work and Kiln alignment; measures the work done by the contractor and verifies his bills; checks physical stocks of raw materials etc.; prepares work orders according to approved schedule of rates, assists in preparation of schedule of rates and does any other work which may be assigned.	VI	Those holding Diploma in Civil Engineering will be placed in Grade VII.
35.	Chief Timekeeper		In-charge of Time Office for all shifts and supervises the work of Timekeepers. He is responsible for maintenance of attendance registers and all other statutory registers, preparation of wage sheets, statutory returns, leave records etc. and all other work incidental thereto...	VI & VII	Promotion to Grade VII will depend on length of service, efficiency, quality of work, etc.

1	2	3	4	5	6
36. Assistant Accountant	Asstt. Accountant (Cost) Asstt. Accountant (General)	Responsible for the scrutiny of accounts, bills, receipts and payments. Supervises the work of accounts clerks. Assists in the preparation of annual accounts and other statements. Calculates production or operational cost; works out cost of material, labour charges, and overhead charges; prepares cost sheet to ascertain the cost per unit; prepares costs and revenue budgets. Attends to such other work as may be assigned.	VI & VII	Promotion to Grade VII will depend on length of service, efficiency, quality of works, etc.	
37. Asst. Storekeeper		Assists Chief Storekeeper and carries out his instructions. Attends to issues, receipts, arranging stores in racks and bins, scrutinising perpetual inventory statements and submits the data for stores Accounting, etc. and attends to such other work as may be assigned.	VI & VII	Promotion to Gr. VII will depend on length of service, efficiency, quality of work etc.	
38. Headmaster		Incharge of School and responsible for the administrative work and for executing school's education programme including extra curricular activities. Maintains liaison with Govt. Education Deptt. etc. Responsible for meeting all requirements laid down by the Govt. Education Authorities and other statutory requirements. Supervises and guides the teachers in the school. Maintains discipline in the school. In addition, teaches classes in one or more subjects and attends to such other work which may be assigned.	VII	Must be trained Graduate— B.Ed./B.T. or M.Ed. with 10 years minimum experience as teacher.	
39. Cashier		Draws cash from bank as well as receives cash from other parties and makes payments by cash and cheques. Prepares vouchers for payment and receipts for amounts received. Prepares reconciliation statements with Bank Statement. Also prepares forecast of cash requirements every month. Keeps custody of financial documents. Maintains cash books and other records incidental thereto.	VI & VII	Promotion to Gr. VII will depend on length of service, efficiency, quality of work etc.	
40. Draughtsman		Draws up and elaborates plans, elevations and sectional views of civil and mechanical engineering parts. Has knowledge of steps in the design of gears etc. Inspects material received in Stores as per drawings. Inspects and maintains a record of chain system and bricklining in kilns etc. and attends to such other work as may be assigned.	VI & VII	Promotion to Gr. VI will depend on length of service, efficiency, quality of work etc.	

1	2	3	4	5	6
41.	Head Clerk/Asst. Office Superintendent	Looks after land matters, renewal of lease, licences, etc. and maintenance of records of ownership, lease/licences etc. Maintains liaison with Authorities such as Panchayats, Distt. Authorities etc. Assists supervisors in staff and establishment matters, public relations etc. Also performs such other duties as may be assigned from time to time.	VII	—	
42.	Surveyor of Mines	Responsible for the preparation of Mines Survey Plans as required by statutory provisions.	VII		Must be holding Surveyor's Certificate of Competency.
43.	Foreman (Mines) at Quarry only	Responsible for the safety of men and materials under his charge and does such other duties as assigned by the Mines Manager or Asstt. Mines Manager. The duty will cover supervision of blasting operations whenever authorised by the Mines Manager.	VII		Must be holding Foreman's Certificate of Competency.
44.	Foreman	Workshop Foreman, Shift Foreman, Mechanical Foreman, Packing House Foreman, General Foreman	Responsible for the proper conduct of work (both quality and quantity) and planning and execution of maintenance of all machineries in his charge in his department for optimum performance. Also responsible for effective supervision of workers under his charge. Responsible for safety, cost etc. Also performs such other duties as may be assigned.	VII	

Foot Note :—

The above list of occupational nomenclature, with job descriptions, and classifications into different grades, is subject to the following footnote :—

- (a) We consider it necessary to stress that the duties briefly described constitute only the principal duties and are not exhaustive of the functions and the responsibilities of the employees. Depending on variety and type of equipment used and varying nature of processes in vogue, job descriptions may vary. An employee may be attending to work of two or more categories in which event, the appropriate grade in which he should be placed is left to the individual units which should take a decision in consultation with the Union in that unit.
- (b) Such of the employees who presently figure in the higher grades than what are provided for, will continue to remain in the higher grades and will not be adversely affected by our classification. However, new entrants should be taken in the appropriate grade as indicated by us.
- (c) At present there are designations, like Asstt. Fitter, Asstt. Welder, Asstt. Blacksmith, Asstt. Khalasi etc. which figure in 'D' Grade. Since these designations stand abolished, if the nature of work of such employees conform to the job description of the skilled lower category in 'C' grade or other appropriate grade, they may be placed in the appropriate grade accordingly. If not, they should continue in their existing grade, until such time they acquire the required skill.
- (d) There may be some designations, which may not be covered by the above nomenclature and job description. We would recommend that these designations should be placed in the appropriate grade, bearing in mind the nature of duties performed by them and the responsibilities attached to their jobs in consultation with the local Union.
- (e) There may be cases where a workman may be handling the work of more than one designation under multi trade concept or for other reasons. Such workman can be given combined and appropriate designations and grades by the concerned in consultation with the local Union.
- (f) The matter regarding fixing up of Academic/Technical qualifications for all the designations, in case of fresh recruits is left to the individual Units to decide.
- (g) Workmen are interchangeable from one Department to another including quarry.

ANNEXURE VII

List of Trade Unions and Managements who appeared at various regional hearings—Not published

ANNEXURE VIII

PARTICULARS OF SITTINGS OF THE BOARD OF ARBITRATION

7-11-77	. . . . .	Preliminary Discussions.
26-12-77	}	Meeting to identify issues.
27-12-77		
11-1-78	}	Regional Hearing at Bangalore for Andhra, Karnataka, Tamilnadu & Kerala.
12-1-78		
30-1-78	}	Regional Hearing at Bombay for Maharashtra and Gujarat.
31-1-78		
20-2-78	}	Regional Hearing at Jaipur for Rajasthan, Punjab, Haryana and J&K.
21-2-78		
6-3-78	}	Regional Hearing at Bhopal for Madhya Pradesh.
7-3-78		
5-4-78	}	Regional Hearing at Patna for U.P., Bihar, Orissa, W. Bengal, Meghalaya and Assam.
6-4-78		
7-4-78		
2-5-78	. . . . .	Review meeting at Bombay.
10-5-78	}	Regional Hearing at Ranchi for U.P., Assam, Bihar, Orissa, W. Bengal and Meghalaya
11-5-78		
10-6-78	. . . . .	Regional Hearing at Bombay.
11-6-78	}	Arguments (INCAWF) at Ahmedabad.
12-6-78		
13-6-78		
1-7-78	}	AICWF was to argue but did not turn up.
2-7-78		
3-7-78	}	General submissions by NLO/BMS continued by INCAWF.
4-7-78		
15-7-78	}	Arguments by AICWF/INCAWF.
16-7-78		
17-7-78		
25-7-78	}	Arguments by INCAWF (continued).
26-7-78		
27-7-78		
16-8-78	. . . . .	Submission by CITU.
17-8-78	}	Arguments by CMA.
18-8-78		
23-8-78	}	Arguments by CMA.
24-8-78		
25-8-78		
26-8-78	. . . . .	Arguments by Shri ABN Sinha for Rohtas Industries/Sone Valley/Kalyanpur.
27-8-78	. . . . .	Arguments by Shri M. S. Bhandari for Dalmia Dadri and Shri I. M. Nanavati for the U.P. Cement Corporation.
9-9-78	}	Preparation of award in Bombay.
10-9-78		
11-9-78	}	Reply by workers' Counsels.
12-9-78		
13-9-78	. . . . .	Preparation of award in Bombay.
23-9-78	}	Preparation of award in Bombay.
24-9-78		
25-9-78		
26-9-78	. . . . .	Pronouncement of AWARD.

(Total No. of Sittings — 48 days)

[No.L-29013/4/78-D-III B]

R: KUNJI THEPADEM Under Secy

